BANGALORE METRO RAIL CORPORATION LIMITED

TENDER DOCUMENT
FOR

LICENSING OF SPACE ON PILLARS FOR INSTALLATION OF 5G SMALL CELLS IN ELEVATED SECTION ACROSS EAST-WEST LINE AND NORTH-SOUTH LINE OF PHASE-I, REACH-5 AND REACH-6 OF BMRCL NETWORK

TENDER No. 1 S&T - PIL

NOVEMBER 2024

BANGALORE METRO RAIL CORPORATION LIMITED
III FLOOR, BMTC COMPLEX, K.H. ROAD, SHANTHINAGAR,
BANGALORE – 560 027, KARNATAKA, INDIA.

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Bangalore Metro Rail Corporation Limited

TENDER No. 1 S&T - PIL

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DISCLAIMER

This document for "Tender for Licensing of Space on Pillars for installation of 5G small cells in Elevated Section Across East-West Line and North-South Line of Phase-I, Reach-5 and Reach-6 of BMRCL Network." contains brief information about the project, requirements and the selection process of successful Bidder. The purpose of the document is to provide Bidders with information to assist the formulation of their bid document.

The information contained in this document or subsequently provided to interested parties [the Bidder(s)], on behalf of Bangalore Metro Rail Corporation Ltd,(BMRCL) on the terms and conditions set out in the document and any other conditions subject to which such information is provided.

This document does not purport to contain all the information that each Bidder may require.

This document has been prepared with a view to provide the relevant information about the project with BMRCL and has not been prepared keeping in mind the investment objectives, financial situation and particular needs of each Bidder. BMRCL advises each Bidder to conduct its own investigation and analysis and satisfy itself of the accuracy, reliability and completeness of the information of this document and to obtain independent advice from appropriate sources. BMRCL, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy, reliability or completeness of the information provided in this document and that the information provided hereunder is only to the best of the knowledge of BMRCL.

Intimation of discrepancies in the document, if any, should be given to the office of BMRCL immediately by the Bidders. If BMRCL receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the document. In particular, BMRCL shall not be responsible / liable for any latent or evident defect or character of the project including but not limiting to the following;

1. Electricity availability and provisions.
2. Pillars / locations.
3. All statutory permissions from various authorities as per the Central/State Government norms.
4. All applicable rent, rates, duties, cess and taxes, if any.
5. All applicable statutory laws and provisions.
6. Technical and financial feasibility of the project.

Any character or requirement of the Project which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder. This document is not an agreement and is not an offer or invitation by BMRCL to any other party. The terms, on which the Project is to be developed and the right of the successful Bidder shall be as set out in separate agreement executed between BMRCL and the successful Bidder broadly in the format set out herein. BMRCL reserves the rights to accept or reject any or all Bid documents without giving any reasons thereof. BMRCL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this document.

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FINANCIAL BID (BOQ)	As specified/uploaded in eProcurement portal.	-

SECTION I

NOTICE INVITING TENDER

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BANGALORE METRO RAIL CORPORATION LIMITED

III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore – 560 027
Karnataka, India

Date. 29.11.2024

TENDER NOTIFICATION

Bangalore Metro Rail Corporation Limited (BMRCL), a Joint Venture of Government of Karnataka (GoK) and Government of India (GoI), invites **eTenders** (Single Stage - Two Cover System) through Local Competitive Bidding (LCB) from eligible, qualified, reputed Domestic Tenderer **(Joint Venture/Consortium permitted)** having previous experience in the Works of similar nature, volume and complexity completed during the last Two (2) years as mentioned in the Tender documents. The Tender is invited for "Licensing of Space on Pillars for installation of 5G small cells in Elevated Section Across East-West Line, North-South Line of Phase-I, Reach-5 and Reach-6 of BMRCL Network" through Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in).

The brief Scope of the work is provided in Instructions to the Tenderer (ITT) and the detailed description of work is provided in Terms and Conditions of Contract.

Only 'Infrastructure Provider (IP) and Unified License Holders of Department of Telecom, Government of India', as defined under ITT clause 2.5.3, shall be eligible to bid in this Tender.

Key Details:

Tender Notification No: 1 S&T - PIL
Name of Work: Licensing of Space on Pillars for installation of 5G small cells in Elevated Section Across East-West Line and North-South Line of Phase-I, Reach-5 and Reach-6 of BMRCL Network.

Sl.no.	Description	
1.	Earnest Money Deposit	INR 51,300/- (Indian Rupees Fifty-One Thousand and Three Hundred only). The Tenderer shall pay full Earnest Money Deposit amount through online payment in e-Procurement Portal (or) submit in the form of Electronic Bank Guarantee (eBG) /Bank Guarantee (BG). In case of BG/ e-BG, BG shall be valid for 45 days beyond the Tender validity. (i.e., 165 days from the date of submission of Tender)
2.	License Period	10 Years
3.	Last Date for seeking tender clarifications	As per Date and Time specified in e-Procurement Portal.
4.	Pre-bid Meeting	As per Date and Time specified in e-Procurement Portal
5.	Last date for receipt of intimation for site visits from the prospective bidders	As per Date and Time specified in e-Procurement Portal
6.	Date of Site visits	From 02.12.2024 to 13.12.2024 during 11.00 Hrs to 17.00 Hrs (IST)
7.	Date and Time for submission of Tender	As per Date and Time specified in e-Procurement Portal
8.	Date and Time of opening of Tender (Qualification cum Technical Bid)	As per Date and Time specified in e-Procurement Portal

Sl.no.	Description	
9.	Date and Time of opening of Tender (Financial Bid)	Will be intimated to the Qualified Tenderers through e-Procurement Portal. Tenderers to trace the same.
10.	Place of opening of tenders (Qualification cum Technical Bid & Financial Bid)	The opening of the Qualification cum Technical Bid & Financial Bid shall take place online through e-Procurement Portal.
11.	Download of Tender Documents	Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in/) from the Tender published date.
12.	Address for communication	The Managing Director Bangalore Metro Rail Corporation Limited, III Floor, BMTC Complex, K.H Road, Shanthinagar, Bangalore-560027 Karnataka, India.

Managing Director

Bangalore Metro Rail Corporation Limited

BANGALORE METRO RAIL CORPORATION LIMITED

III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore – 560 027
Karnataka, India

Date. 29.11.2024

NOTICE INVITING TENDER (NIT)

TENDER No: 1 S&T- PIL

LICENSING OF SPACE ON PILLARS FOR INSTALLATION OF 5G SMALL CELLS IN ELEVATED SECTION ACROSS EAST-WEST LINE & NORTH-SOUTH LINE OF PHASE-I, REACH-5 AND REACH-6 OF BMRCL NETWORK

1. Bangalore Metro Rail Corporation Limited (BMRCL) now invites **eTenders** (Single Stage - Two Cover system) from eligible, qualified, reputed and experienced Domestic Tenderer for "Licensing of Space on Pillars for installation of 5G small cells in Elevated Section Across East-West Line & North-South Line of Phase-I, Reach-5 and Reach-6 of BMRCL Network." as per Terms and Conditions of this Tender document through Karnataka Public Procurement Portal (e-Procurement Portal).

2. **REGISTRATION:**
   a) Tenders required to enroll on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) by clicking on the link "Tenderers Registration" on the Karnataka Public Procurement Portal and by paying requisite registration fee.
   b) As part of the enrolment process, the Tenderers will be required to choose a unique user name to assign a password for their accounts.
   c) Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.
   d) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.
   e) Only one (01) valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
   f) Tenderers should then login to the website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
   g) The scanned copies of all original documents (as required) should be uploaded on portal in PDF/JPG format.
   h) For any query regarding e-Procurement on the Karnataka Public Procurement Portal, contact helpdesk number: +91-8046010000, +91-8068948777, and Email ID: support@eprochelpdesk.com.

3. **SEARCHING FOR TENDERS/BIDS:**
   Once the Tenderers have selected the proposal Bids/Tenders and if they are interested to participate, the Tenderers can pay non-refundable processing fee to Karnataka Public Procurement Portal.
   However, the Tenderer shall submit such transaction details along with their Tender submission on e-Procurement portal. If the same transaction reference number has been submitted for more than one Bid, all such Bids shall be considered ineligible and summarily rejected.
   It will be the responsibility of the Tenderer to check the website and see any Addendum/Corrigendum issued in this Tender from time to time and ensure submission of Tender submittals accordingly.

4. Tender documents and reference documents comprising of following documents: -

- Section I: Notice Inviting Tenders (NIT)
- Section II: Instructions to Tenderers
- Section III: Submission of Bid
- Section IV: Qualification Cum Technical Criteria
- Section V: Evaluation of Financial Bid
- Section VI: Terms and Conditions of Contract
- Section VII: Appendix and Annexures

5. Tenders must be accompanied by Earnest Money Deposit as specified in ITT clause 2.7. Tender Guarantee have to be paid in full amount through online payment only in e-Procurement Portal.

6. BMRCL shall receive Bids pursuant to this Tender Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by BMRCL. Bidders shall submit bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the BMRCL premises at the stations / site and familiarize themselves with the proposed arrangements and all activities necessary in this regard.

7. Tenders must be submitted electronically through Karnataka Public Procurement Portal /eProcurement Portal (https://kppp.karnataka.gov.in/) before the last date & time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).

   All Tenderers are requested to note that the originals of those documents, as listed under Clause 3.5.2 (Section-III), should be submitted in hardcopy by 'Speed post' or 'in person' only at BMRCL office within **5 days** from the last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.

8. Tenders cannot be submitted online after stipulated time of submission of Tender.

9. Last date for submission of Queries in writing by the Tenderers and place, date & time of pre-bid meeting shall be as prescribed in the e-Procurement portal.

10. Tender shall be valid for a period of **120 days** from the latest date of submission of Tender.

11. 'Qualification cum Technical Bid' will be opened as per the latest specified time and date published in the e-Procurement portal.

    The Financial Bid of technically qualified Tenderers will be opened at a date and time advised by BMRCL through e-Procurement Portal.

12. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

13. BMRCL reserves the right to accept or reject any/all Tenders in 'Part' or 'Full' without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

14. The Employer requires that the Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Employer;

    a. will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

    b. will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if he at any time determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

15. Registered Tenderers are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.

16. BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

17. 'Eligibility and Qualification Criteria' are as described in Clause 2.5 of, Section II, "Instructions to Tenderers" of the Tender documents.

18. The Contract shall be governed by the documents listed under 'Terms and Condition of Contract' in Section-VI.

19. For further clarifications/details, contact the Chief Engineer (Tele & AFC), BMRCL on 080-22969336, e-mail: pssubramanyam@bmrc.co.in.

20. For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.

Managing Director
Bangalore Metro Rail Corporation Limited

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SECTION II

INSTRUCTIONS TO TENDERER

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INSTRUCTIONS TO TENDERER

2.1 Definitions

(a) "**Applicable Law**" shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgements, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority, and specifically including the municipal and local authorities in Bengaluru, Karnataka, whether in effect on the date of issuance of this Bid Document or thereafter;

(b) "**Applicants**" shall mean persons who have purchased this Bid Document in accordance with the terms hereof;

(c) "**Bid" or" Tender"** shall mean a valid, final and binding offer, which includes the Qualification cum Technical Bid and Financial Bid(s), submitted by a Bidder in response to and on the terms and conditions contained in this Bid Document; Bid also means Tender and vice versa.

(d) "**Bidder**" **or "Tenderer"** shall mean an Applicant who has submitted a valid and binding Bid, as per the terms and conditions contained in this Bid Document; Bidder also means Tenderer and vice versa.

(e) "**Bid Document**" **or "Tender Document"** shall mean this bid document, including all annexure, appendixes attached hereto and any addenda/corrigendum issued in accordance with the terms hereof; Bid Document also means Tender document.

(f) **"Bid Submission Date" or "Tender Submission Date"** shall mean the cut-off time and date for submission of Bids mentioned in the Key Details of this bid document;

(g) "**BMRCL**" **or "Employer"** shall mean the Bangalore Metro Rail Corporation Limited.

(h) **"Cell Site"** shall mean Site/premises where radio network object that can be uniquely identified by a user equipment from a (cell) identification that is radiated over a geographical area from one Universal Terrestrial Radio Access Network (UTRAN) access point.

(i) **"Coercive Practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bid process;

(j) "**Consortium**" shall mean a Joint Venture (or) Consortium comprising of upto 3 entities (as described in Clause 3.9 of Section III of this Bid Document), who come together for the purpose of submitting a Bid in accordance with the terms hereof.

(k) **"Contract"** shall mean the Contract Agreement signed with the successful Bidder to this Bid for the services or any other agreement entered into between the Parties pursuant there to.

(l) **"Corrupt Practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of BMRCL who is or has been associated in any manner, directly or indirectly, with the bidding process or has dealt with matters concerning the License Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BMRCL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating

to the License Agreement, who at any time has been or is a legal, financial or technical adviser of BMRCL in relation to any matter concerning the objectives of this bid process;

(m) **"Eligibility Criteria"** shall mean the criteria described in Clause 2.5 of ITT, Section II of this Bid Document;

(n) **"EMD" or "Earnest Money Deposit" or "Tender Guarantee"** shall mean the deposit to be furnished by the Bidders in accordance with Clause 2.7 of ITT, of Section II of this Bid Document;

(o) "**Financial Bid**" shall mean an unconditional and unequivocal financial bid in respect of a particular Location to be provided in the relevant format provided at Appendix III of Section VII of this Bid Document;

(p) "**Financial Year**" shall mean the period beginning on April 1st of a calendar year and ending on March 31st of the following calendar year;

(q) **"Fraudulent Practice"** means and includes misrepresentation, omission, suppression of actual facts or disclosure of incorrect facts,

(r) **"Governmental Authority**" shall mean the Government of India, the Government of Karnataka, and any other government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India, or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

(s) **"IBS"** shall mean In-Building Solution which comprises both active equipment's (like cellular BTS, Repeaters.etc) and passive equipment's (DAS & other accessories) for providing the cellular/Wi-Fi network coverage.

(t) **"IP Certificate"** shall mean Infrastructure Provider certificate issued by Department of Telecommunication, Govt. of India;

(u) "**Key Details**" shall mean the details provided in 'Tender Notification' Section I of this Bid Document;

(v) "**License**" shall mean the license granted to a successful bidder under the License Agreement to undertake the activity of designing, establishing and operating and managing the relevant Retail Outlet; IBS, Small cell, cellular towers etc.

(w) **"Licensee"** shall mean and include a selected bidder with whom license agreement is entered into by BMRCL.

(x) "**License Agreement**" shall mean the agreement to be entered into between BMRCL and each Licensee for the award of the License, a draft form of which is provided in Appendix II of Section VII of this Bid Document;

(y) "**Lead Member**" means a member of a JV/Consortium, who has been identified as such by the members of the JV/Consortium and has the primary responsibility for representing the JV/Consortium, interacting with BMRCL and executing the terms of the Contract Agreement on behalf of the JV/Consortium.

(z) "**LoA**" or "**Letter of Acceptance**" means the formal acceptance letter from BMRCL to the successful Bidder for acceptance of the Bid, in terms of clause 5.5 & 5.6.

(aa) **"Pre-Bid Meeting" or "Pre Tender Meeting"** shall mean the pre-bid meeting to be held at the date, time and place indicated in the Key Details in accordance with Clause 2.9 of ITT, Section II hereof;

(bb) **"Pillar(s)" or "Portal piers"** means the vertical column/substructure installed underneath viaduct as part of Metro Rail Project as defined under clause 2.2.2(a).

(cc) **"Qualified Bidders"** means those Bidders who have been shortlisted after evaluation of the Qualification cum Technical Bid.

(dd) **"Restrictive Trade Practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process;

(ee) **"Security Deposit"** shall have the meaning ascribed to such term in Clause 6.2.2 of Section VI hereof;

(ff) **"Successful Bidder"** shall mean the Bidder(s) selected by BMRCL for the purposes of executing the License Agreement subject to and on the terms and conditions specified therein;

(gg) **"Undesirable Practice"** means (i) establishing contact with any person connected with or employed or engaged by BMRCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest;

(hh) **"Small cell(s)"** Small cells are Micro Cells with low antenna sites, predominantly in urban areas, with a typical cell radius of up to 1 km. Small cells are characterized by medium-to-high traffic density, low mobile station speeds and narrow-band services. Typically, they cater to a small segment of a macro site.

2.1.1 Abbreviations

Abbreviation	Expanded Form
AC	Air Conditioner
AT	Acceptance Test
BMRCL	Bangalore Metro Rail Corporation Limited
BAF	Bid Application Form
BESCOM	Bangalore Electricity Supply Company ltd.
BTS	Base Transceiver Station
CD	Commencement Date
DAS	Distributed Antenna System
DoT	Department of Telecommunication
GSM	Global System for Mobile
HVAC	High Voltage Alternative Current
IBS	In-Building Solution
INR	Indian Rupee
ITB	Instructions to Bidders
JV	Joint Venture
KERC	Karnataka Electricity Regulatory Commission
LoA	Letter of Acceptance
LTE	Long Term Evolution
LF	License Fee
MoU	Memorandum of Understanding
NTP	Notice to Proceed
OEM	Original Equipment Manufacturer
PSU	Public Sector Undertaking
PSE	Public Sector Enterprises

Abbreviation	Expanded Form
QOS	Quality of Service
RF	Radio Frequency
RFP	Request for Proposal
SACFA	Standing Advisory Committee on Radio Frequency Allocation
SLA	Service Level Agreement
SPoC	Single Point of Contact
TETRA	Terrestrial Trunked Radio Access
TOR	Telecom Operator Room
TRAI	Telecom Regulatory Authority of India
TSP	Telecom Service Provider
UPS	Uninterrupted Power Supply
WiFi	Wireless Fidelity

2.2 Contents of the Bid Document

2.2.1 BMRCL stations are located in prime locations and are recognized by marketing professionals as a consumer draw. BMRCL proposes to leverage on both the brand "Namma Metro" and the stations and properties being located in the vicinity of major commercial hubs of Bengaluru for realizing a potential source of non-fare box revenue. One of the sources of non-fare box revenue is through licensing of spaces for commercial use in and around the metro stations and metro pillars along the alignment. However, revenue realization through license fee is not the only objective of BMRCL but to provide its commuters seamless mobile communication connectivity throughout the metro station premises, right from entering into the station premises, travelling in the Metro train and while leaving the station.

2.2.2 BMRCL invites in single stage two cover system tender from reputed agencies individually or as Joint Venture/Consortium for "Licensing of Space on Pillars for installation of 5G small cells in Elevated Section Across East-West Line & North-South Line of Phase-I, Reach-5 and Reach-6 of BMRCL Network". The scope for pillars as detailed below:

a) In elevated section of BMRCL, the stations and viaduct are raised on pillars. The viaduct is supported on single pillar located in median of road having average cross-sectional area of 3 - 6 sqm. It may be square, circular or oval in shape. The surface may be smooth or corrugated. The bottom of viaduct indicating road clearance is 5.5m to 6m at road crossing. If it is an over bridge crossing road, this clearance may be 15m to 18m. In some sections, the viaduct is supported on two columns [Portal piers], which will be treated one pillar.

b) The elevated portion of Phase-I, extension lines of Phase-I, Reach-5 and Reach-6 are about 101.17 kms consisting of approximately 2006 pillars qualifying the criteria of 9m & above. The space on pillars of Elevated Corridor are hereby offered for placement and operation of telecommunication equipment for Providing Shared Mobile (Cellular) Coverage only (5G). Bidders are advised to note that metro lines between Cubbon park and City Railway station in Line-1 and between K R Market to Kempegowda station in Line-2 and between Swagath road cross to Nagawara in Reach-6 are underground sections where metro pillars are not erected/available for license.

c) The Selected Bidder(s) as per their bid, shall be licensed with spaces on pillars subject to minimum of 50 pillars, as detailed in Clause 2.3 of ITT, for Placement and Operation of Telecommunication Equipment on pillar for Providing Shared Mobile (Cellular) Coverage of 5G in BMRCL network (hereinafter referred to as "Permitted Activity") subject to the terms and conditions specified in the Tender Document/Draft License Agreement and the guidelines stipulated herein in relation to the Permitted Activity. BMRCL is free to market/provide pillars beyond the mentioned numbers for installation of 5G small cells at accepted price.

d) The Selected Bidder(s) shall be required to set up and manage the common shared cell telecom solution at the Licensed Premises. **The selected bidder shall in turn provide the services of telecom solution to the all the existing and upcoming telecom operators and other authorized agencies by charging them the appropriate license fee. The selected bidder shall obtain prior permission from BMRCL to include/exclude any service provider.**

e) The Bidder shall have Unified License (with authorization for one or more services as specified by Dept. of Telecom, Govt. of India) OR should possess valid IP-1 registration certificate issued by Dept. of Telecom, Govt. of India.

f) Licensee fee and other charges along with applicable taxes shall be charged on per pillar/month basis for the aforesaid pillar space which shall be paid by the selected bidder, quarterly in advance, to BMRCL.

2.2.3 Bidders shall quote the rates in the 'Financial Bid' in e-Procurement portal as per "Instructions for completion of the Pricing Document", Appendix-III of Section-VII. Bidders are required to compulsorily bid for minimum 50 pillars from the total number of pillars listed in Clause 2.3 of ITT. The highest bidder (H1), will be allotted with minimum 50 pillars. In case the successful bidder opts for more pillars beyond minimum 50 pillars, same shall be allocated at the same rate, subject to availability. Accordingly, the license fee will be computed separately for pillars.

2.2.4 This Bid Document comprises the disclaimer set forth herein above, the contents as listed below, and will additionally include any addenda issued in accordance with Clause 2.11 hereof.

Section I	Notice Inviting Tender
Section II	Instructions to Tenderer
Section III	Submission of Bid
Section IV	Qualification Cum Technical Criteria
Section V	Evaluation of Financial Bid
Section VI	Terms and Conditions of Contract
Section VII	Appendices & Annexures

2.2.5 The Bidder shall provide all the information requested in the Tender Document. BMRCL reserves the right to reject an offer that does not contain all the required information requested therein.

2.2.6 BMRCL shall not entertain any communication from the Bidders after date of Bid submission. However, BMRCL reserves the right to seek additional information/ clarifications. Bidders shall furnish such requirements within such time as may be permitted by BMRCL.

2.2.7 A Draft Indicative License Agreement (Appendix-II) proposed to be entered into by BMRCL with the successful Bidder as a result of this tender, is attached with this Tender Document which may be modified as considered necessary at the time of signing of License Agreement.

2.2.8 This Tender Document constitutes no form of commitment on the part of BMRCL, whether in respect of the tendering process or otherwise.

2.2.9 BMRCL reserves the right to reject any or all of the tenders, if it considers necessary to do so, and / or to withdraw from the selection process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon the Bidder or any obligation upon BMRCL.

2.2.10 Nothing in this Bid Document or in any communication issued by BMRCL shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

2.2.11 The tender prepared by the Bidder and all correspondence/documents relating to the tender exchanged between the Bidder and BMRCL shall be in English language.

2.2.12 At any time prior to the tender submission, BMRCL may, for any reason, whether at its own initiative may modify the Bid Document through issuance of an Addendum.

2.2.13 In order to give the Bidders reasonable time, in which to take an Addendum into account, or for any other reason, BMRCL may, at its discretion, extend the date & time of submission of Tender.

2.2.14 While BMRCL shall adhere to the dates mentioned in the notice, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.

2.2.15 The Bid Application Form, Bid proposal and other submissions shall be numbered, signed & stamped on Each Page (A page-wise summary of all the documents shall also be enclosed as a part of document), by the Authorized Signatory of the Bidder. Also, Bidders are required to submit a supporting Power of Attorney, authorizing the Signatory of the Bid Document to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.

In case of a JV/Consortium, the Bid Document shall be signed by the "Authorized Signatory" of the Lead Member and the Power of Attorney shall be signed by all members of the JV/Consortium and shall be legally binding on all of them.

2.2.16 A Bidder, who submits or participates in more than one Tender either individually or as a member of the JV/Consortium shall be disqualified and shall also cause disqualification of all the JV/Consortia in which it is a Member.

2.2.17 The Bidder shall bear all costs associated with the preparation of the tender and BMRCL shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Selection process.

2.2.18 BMRCL reserves the right to summarily reject conditional tenders without assigning any reason whatsoever.

2.2.19 The Bidder undertakes not to tamper/alter/correct/modify the downloaded Bid document in any manner whatsoever. BMRCL will reject the bid out rightly, in case, it is found at any time that the bid document has been tampered/ modified/altered, in any manner. In case of successful bidder, BMRCL reserves the right to cancel the agreement, forfeiting all amounts and also takes necessary legal action. The Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever, in case BMRCL takes necessary action to reject the bid /terminate the agreement, at any time, if it is found that the downloaded bid document has been tampered/altered/ modified or even corrected.

2.2.20 The Bidders are advised that all provisions of the Metro Railway (General) Rules, 2020 and Metro Railway (Operations & Maintenance) Act, 2002 and amendments thereto, will be applicable/enforceable, and as such advised to conduct themselves in an orderly manner.

2.2.21 **Single Currency for Evaluation of Tender:** - Tender will be evaluated in Indian Rupees only. Hence, Bidders are advised to fill values in Indian Rupees only in Financial Bid.

2.3 Details of the spaces on pillars offered in this tender:

With respect to pillars space the bidder has to bid for minimum 50 pillars out of 2006 pillars available from different sections as listed in table no.1 below. Scope and total space on each pillar allotted to licensee will be as per clause no. 6.2.1 (c) of Terms and Conditions of Contract, Section VI.

BMRCL reserves the right to remove any site/pillar(s) listed in the sections given below. The Bidder voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any site from the bidding process.

Table 1: Pillar details

Sl.No.	Section	Stretch	Pillar ID coding
1	Line 1 (East-West)	Whitefield - Challagatta	BP/P
2	Line 2 (North-South)	Madavara (BIEC) - Silk Institute	P/EP
3	Reach 5	R V Road - Bommansandra	RP
4	Reach 6	Gottigere - Nagawara	GP

Table 2: Pillar height details

Sl. No.	Section	Stretch	Pillar Height	Pillar ID	Number of pillars*	Remarks
1	Line 1 (East-West)	Baiyapanahalli to Cubbon Park	9 mtr to 12 mtr	BP/P	51	Details are placed at Annexure-XII
			13 mtr to 15 mtr		14	
			16 mtr to 19 mtr		0	
			20 mtr and above		0	
2	Line 1 (East-West)	Baiyapanahalli to Seetharamapalya	9 mtr to 12 mtr	BP/P	97	Details are placed at Annexure-XII
			13 mtr to 15 mtr		22	
			16 mtr to 19 mtr		21	
			20 mtr and above		0	
3	Line 1 (East-West)	Kundalahalli to Whitefield	9 mtr to 12 mtr	BP/P	43	Details are placed at Annexure-XII
			13 mtr to 15 mtr		23	
			16 mtr to 19 mtr		1	
			20 mtr and above		0	
4	Line 1 (East-	Magadi Road to Mysore Road	9 mtr to 12 mtr	BP/P	52	Details are placed at

Sl. No.	Section	Stretch	Pillar Height	Pillar ID	Number of pillars*	Remarks
	West)		13 mtr to 15 mtr		14	Annexure-XII
			16 mtr to 19 mtr		11	
			20 mtr and above		0	
5	Line 1 (East-West)	Nayandahalli to Challaghatta	9 mtr to 12 mtr	BP/P	104	Details are placed at Annexure-XII
			13 mtr to 15 mtr		52	
			16 mtr to 19 mtr		11	
			20 mtr and above		0	
6	Line 2 (North-South)	Madavara (BIEC) - Silk Institute	9 mtr to 12 mtr	P/EP	564	Details are placed at Annexure-XII
			13 mtr to 15 mtr		130	
			16 mtr to 19 mtr		58	
			20 mtr and above		3	
7	Reach- 5	R V Road - Bommansandra	9 mtr to 12 mtr	RP	352	Details are placed at Annexure-XII
			13 mtr to 15 mtr		105	
			16 mtr to 19 mtr		57	
			20 mtr and above		15	
8	Reach- 6	Gottigere - Nagawara	9 mtr to 12 mtr	GP	106	Details are placed at Annexure-XII
			13 mtr to 15 mtr		43	
			16 mtr to 19 mtr		27	
			20 mtr and above		30	
Total					**2006**	

*Pillars/Spaces/locations offered on license basis are 'as is where is basis'.

2.4 Bid Process

(a) Tender is a single stage two packet system, comprising of Technical Bid and Financial Bid. Evaluation of the Bids and identification of the Selected Bidder(s) will be undertaken in 2 (two) stages. In the first

stage, the Earnest Money Deposit and Qualification cum Technical Bid of each Bidder will be evaluated in order to determine fulfillment of the Eligibility Criteria, the Financial Capacity, and Technical Capability. Bidders who satisfy the Eligibility and Qualification Criteria, Financial Capacity and Technical Capability ("**Qualified Bidders**") shall be considered for the opening of the Financial Bid(s).

(b) The Qualified Bidder who has quoted the highest amount in the Financial Bid will be considered as (H1) for pillar space and the Bidder shall be awarded the license for pillar space quoted or 50 pillars, whichever is higher, out of total pillars mentioned in table no.1 under clause no. 2.3 of ITT.

The qualified bidder declared as H1 shall occupy minimum 50 pillars or pillar space quoted, whichever is higher, out of the total pillars mentioned under Clause no. 2.3 of ITT.

If the selected bidder wants to occupy more than 50 pillars, the additional pillars shall be charged at the accepted price per pillar per month with applicable escalation.

BMRCL reserves its right to utilize the remaining pillars for any other purpose at its discretion.

The selected Bidder shall be required to enter into the License Agreement with BMRCL.

Bidders are requested to note that the terms of the License Agreement are final and non-negotiable and no requests for modification of the same will be considered by BMRCL.

Any intimation of selection as Licensee from BMRCL pursuant to this Bid Document shall be subject to unconditional acceptance of the License Agreement by the Selected Bidder within the time frame stipulated by BMRCL.

2.5 Eligibility and Qualification Criteria

2.5.1 In order to be eligible to participate in the Bid process outlined herein, a Bidder should satisfy the following criteria:

(i) is accompanied by the required EMD; and
(ii) has been properly signed in all pages of the Bid proposal,
(iii) meets the Eligibility & Qualification criteria;
(iv) is substantially responsive to the requirements of the Tender documents;

If the tender is not substantially responsive, it will be rejected by the BMRCL, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
If any tender is rejected, pursuant to paragraph above, the Financial Packages of such Bidder will not be opened.

(a) In addition to the foregoing, Bidders should satisfy the following condition and declaration to this effect to be submitted by the Bidder.

(i) The Bidder should not have been de-barred/blacklisted by any Governmental Authority from participating in any Bidding process, as of the Bid Submission Date;

(ii) The Bidder, individually or each member in case of JV/Consortium, shall confirm that non-performance of a contract did not occur in the last three (3) years, counted 28 days prior to the last date of tender submission, as a result of Contractor's default.

(iii) The Bidders shall not have been declared as bankrupt/ insolvent in the last three (3) years, counted 28 days prior to the last date of tender submission.

2.5.2 **Financial Criteria**

a) **Average Annual Turnover:**

1. In case of single entity:

   The Tenderer shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (i.e. 2023-24) of **Rs. 10,26,000/- (Rupees Ten Lakhs Twenty-Six Thousand only).** For this purpose, audited Balance Sheets of last 3 years, certified by a Chartered Accountant, shall be attached, otherwise evaluation will not be carried out by BMRCL and tender is liable to be rejected.

2. In case of JV/ Consortium:

i. Lead member shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (i.e. 2023-24), should be at least **Rs. 7,18,200/- (Rupees Seven Lakhs Eighteen Thousand Two Hundred only).**

ii. Other members (each) shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (i.e. 2023-24), should be at least **Rs. 1,02,600/- (Rupees One Lakhs Two Thousand and Two Hundred only).**

iii. All combined the bidder shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2023-24) of **Rs. 10,26,000/- (Rupees Ten Lakhs Twenty-Six Thousand only).**

b) **Net Worth:** The net worth of the bidder should be positive in any two financial years out of last three financial years including the latest year (2023-24) in the **case of single entity.**

In case of JV/Consortium, the net worth of the lead member including other members should be positive in any two financial years out of last three financial years including the latest year (2022-23).

c) **Liquidity:** The Bidders (or any member in case of JV/Consortium) shall submit the Banker certificate issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule for an amount equivalent to **Rs. 34,20,000 (Rupees Thirty-Four Lakhs and Twenty Thousand Only)** to avoid the default in payment of license fee. Banker Certificate as per format given as Annexure-X of Tender Document.

2.5.3 **Technical Criteria**

a. All the conditions given below should be fulfilled by the Bidder. In case, the Bidder doesn't fulfill any of these conditions, the offer of such Bidders shall be considered technically invalid and shall not be considered for opening of financial bid.

(i) **Unified License/IP-1 Registration Certificate**

The Bidder (each member in case of JV/Consortium) must be Reputed Telecom operators/ Telecom infrastructure providers having experience in Telecom Network Operations and having valid Unified License/ IP-1 Registration Certificate issued by Department of Telecommunication, Govt. of India shall be considered as eligible Bidder.

(ii) **Experience**

The Bidder or any member (in case of JV/consortium) should have completed any similar works of Installation of 5G small cells on Metro Pillars/Metro Stations within India in last two (2) years ending before the date of notice of invitation of this tender. 'Similar work' is defined as execution of the work or installation of 5G small cells rights given to the agency. Bidders should provide the Work Completion Certificate as per Proforma given at Annexure–VI of this tender document.

b. Bidder (each member in case of JV/Consortium) is required to enclose the following documents:

(a)	PAN No. (copy may be attached)	:	Attached (Yes / No)
(b)	TAN No. (copy may be attached)	:	Attached (Yes / No)
(c)	Audited Balance Sheets for the last 3 years	:	Attached (Yes / No)
(d)	Supporting documents for having mobile cellular tower installation work and for Contracts executed fulfilling requirement of experience clause a. (ii) above	:	Attached (Yes / No)
(e)	GST Registration Certificate	:	Attached (Yes / No)
(f)	Copy of valid Unified license/IP-1 registration certificate	:	Attached (Yes / No)

2.6 Fraudulent and Corrupt Practices

2.6.1 The Bidders and their respective officers, employees, agents and consultants shall observe the highest standards of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, BMRCL may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice in the bidding process.

2.6.2 Without prejudice to the rights of BMRCL, if a Bidder is found by BMRCL to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice during the bidding process, such Bidder shall not be eligible to participate in any tender or Bid Document issued by BMRCL for a period of 3 (Three) years from the date such Bidder is found by the BMRCL to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice, as the case may be, and EMD of the such bidder will be forfeited.

2.7 Earnest Money Deposit (EMD)

2.7.1 The Bidder shall furnish, as part of its Bid, a refundable, interest-free, Earnest Money Deposit, for the amount indicated in Key Details under Tender Notification section/eProcurement Portal. The Earnest Money Deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture

2.7.2 The Bidder shall pay/furnish a EMD for the value indicated in e-Procurement portal in the following mode:

Online payment through e-Procurement portal.

In case of non-reconciliation of online Tender Guarantee portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.

2.7.3 The Earnest Money Deposit shall be valid for a period as specified in Notice Inviting Tender /eProcurement Portal and remain deposited with the Employer from the date of opening of Bids. If the validity of the Bid is extended, the Bid Guarantee shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

2.7.4 Bid Security/ EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of EMD will be rejected by the Employer.

However, BMRCL reserves the right to accept or reject the Bid Security/EMD with any deficiency (other than required amount) otherwise not materially affecting the technical qualification criteria of the Bidder.

2.7.5 The EMD of unsuccessful Bidders will be returned by BMRCL, without any interest, on signing of the License Agreement with Selected Bidder or, in the event of cancellation of the bidding process, within 45(forty-five) working days.

2.7.6 The EMD of the Selected Bidder will be returned upon the Selected Bidder signing the License Agreement. BMRCL may, at the Selected Bidder's option, adjust the amount of EMD against the amount of Security Deposit to be provided by him/them.

2.7.7 The EMD shall be liable to be forfeited and appropriated by BMRCL without prejudice to any other right or remedy that may be available to BMRCL hereunder or otherwise, under the following conditions:

(a) If a Bidder indulges in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice as specified in Clause 2.6 of this Bid Document;

(b) If a Bidder withdraws its Bid during the Bid Validity Period specified in Clause 2.19 hereof;

(c) In the case of the Selected Bidder, fails to sign the License Agreement and/or to furnish the Security Deposit within the specified time limit.

2.7.8 The Bid will be summarily rejected by the Employer in case of:

(i) Failure to deposit EMD online.

(ii) EMD amount is less than the required amount as mentioned in Tender Notification/ eProcurement portal.

2.7.9 In case the Bidder submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

2.7.10 If the Bidder has opted to submit the EMD in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be included in the EMD envelope or uploaded in eProcurement Portal in case of e-tendering.

2.8 Bid Clarifications

2.8.1 **Clarification of Bid Documents:**

Bidders shall carefully examine the Bid documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Bidder finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Bidder shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

The Employer will offer clarification to such queries received through eProcurement portal up to the date specified therein.

Any such queries with details of clarification sought, will be uploaded in the eProcurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Bidder seeking clarification. No separate future communication in this regard will be entertained.

2.8.2 Contact details of BMRCL for any clarifications are mentioned in NIT.

2.8.3 BMRCL may also on its own initiative, if deemed necessary, issue interpretations and clarifications to the prospective Tenderers. All written clarifications and interpretations issued by the BMRCL shall be deemed

to be part of the Tender Document. Verbal clarifications and information given by BMRCL or its employees or representatives shall not in any way or manner be binding on BMRCL.

2.9 Pre-Bid Meeting

(i) The Bidder or his authorized representative is invited to attend a Pre-bid meeting held at the Place, date and time indicated in 'Key Details'/ eProcurement Portal.

(ii) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.

(iii) The Bidder is requested to submit any questions online through Karnataka Public Procurement Portal (e-Procurement portal) only, in terms of ITT clause 2.8.1.

(iv) Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Bidder.

2.10 Site Visit

2.10.1 Bidders to understand the Metro environment and to gauge the suitability/coverage, they may visit the Metro pillar sites. For any Site visits, bidders are informed to contact Sri. M N Pavan Kumar, Additional Chief Engineer (Telecom), Mob no: 9483544228, Email: mnpavan.kumar@bmrc.co.in by e-mail on or before as per date & time given in 'Key Details' under Tender Notification. The date and place for site visit will be communicated to the bidders by e-mail registered with BMRCL. Site visit will be carried out as per date & time given in 'Key Details' under Tender Notification for the bidders who have requested for site visit. The Bidder's representatives have to make themselves present at the time and place communicated to them. No request for change of time will be entertained by BMRCL. Risk and cost of site visit shall be borne by the Tenderer. Bidders are requested to carry the required PPE along with them during site visit to ensure safety of personnel.

2.11 Amendment of Bid Document

2.11.1 At any time before the submission of Proposals, BMRCL may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the Bid documents by amendment. Such amendments shall be issued through addendum.

Such Addenda/Corrigenda will be uploaded in the eProcurement portal. It will be the responsibility of the Bidder to frequently check the eProcurement portal for any Addenda/ Corrigenda or any other updates issued from time to time and ensure submission of Bid accordingly.

Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Bid document issued previously. The Bidders should acknowledge receipt of such addenda and list them in the Bid submittals.

The Bidder is not permitted to make any alteration /modifications to the Bid conditions. No modifications to the specifications, item descriptions, etc. will be entertained.

2.11.2 In order to afford the Bidders reasonable time for taking an addendum into account, or for any other reason, BMRCL may, at its sole discretion, extend the Bid Submission Date.

2.12 Number of Bids and costs thereof

No Bidder shall submit more than one (1) Bid either individually or as a member of JV/Consortium. If a Bidder submits or participates in more than one bid, either individually or as a member of JV/Consortium, all such proposals in which the bidder has participated shall be rejected.

The Bidders shall be responsible for the costs associated with the preparation of their Bids and their participation in the bid process. BMRCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.13 Independent due diligence and verification of information

It shall be deemed that by submitting a Bid, the Bidder has:

(a) Made a complete and careful examination of the Bid Document and site conditions;

(b) Received all relevant information requested from BMRCL;

(c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of BMRCL;

(d) Satisfied itself about all matters, things and information including matters referred to in this Bid Document required for submitting an informed Bid in accordance with the Bid Documents and performance of all of its obligations there under;

(e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Document or ignorance of any of the matters referred to in this Bid Document shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from BMRCL, or a ground for termination of the License Agreement;

(f) Acknowledged and agreed that BMRCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid Document or the bid process, including any error or mistake therein or in any information or data given by BMRCL; and

(g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.14 Right to accept or reject any or all Bids

2.14.1 Notwithstanding anything contained in this Bid Document, BMRCL reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that BMRCL rejects or annuls all the Bids, it may, at its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.14.2 The BMRCL reserves the right to reject any Bid if:

(a) At any time, a material misrepresentation is made or uncovered; or

(b) The Bidder does not provide, within the time specified by BMRCL, the supplemental information sought by BMRCL for evaluation of the Bid.

2.14.3 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that the Bidder has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LoA or entering into of the License Agreement.

If the Bidder has already been issued the LoA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Document, be terminated, by a communication in writing by BMRCL to the Bidder, without BMRCL being liable in any manner whatsoever to the Bidder.

In such an event, BMRCL shall forfeit and appropriate the EMD or Security Deposit, as the case may be, without prejudice to any other right or remedy that may be available to BMRCL.

2.15 Verification of information

BMRCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the BMRCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BMRCL there under.

2.16 Bid Submission Date

2.16.1 Bids should be submitted online through eProcurement Portal within the date and time mentioned in the Tender Notification and in the manner and form as detailed in this Bid document.

2.16.2 BMRCL may, in its sole discretion, extend the Bid Submission Date by issuing an addendum uniformly for all Bidders.

2.17 Late Bids

In online e-Procurement Portal, the Bidder shall not be able to submit the Bid after the last date and time for Bid submission as the icon for the task in the e-Procurement Portal will be disabled.

Hardcopies (as per clause 3.5.2 of Section-III) received by BMRCL after the deadline for submission will be rejected.

2.18 Modifications/ substitution/ withdrawal of Bids

2.18.1 Bidder may modify and correct or upload any relevant document in the portal till Bid submission date and time as published in the e-Procurement Portal.

2.18.2 No Bid shall be modified subsequent to the deadline for submission of Bids.

2.18.3 Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity or as extended pursuant to ITT Clause 2.19 may result in the forfeiture of the Bid Guarantee pursuant to ITT Clause 2.7.7.

2.19 Bid Validity Period

The Tender shall be kept valid for **120 days** from the date of submission by the Bidder as indicated in NIT/eProcurement portal. In exceptional circumstances, prior to expiry of the validity period, BMRCL may request the Bidders for a specified extension in the period of validity of the Tender. The request and the response thereto shall be made in writing or by telefax. A Bidder may refuse the request without forfeiting his EMD. A Bidder agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his EMD accordingly.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for Bidders shall not be disclosed to any person who is not officially concerned with the bid process or is not a retained professional advisor advising the BMRCL in relation to, or on matters arising out of, or concerning the bid process. BMRCL will treat all information submitted as part of a Bid, in confidence and will require all those who have access to such material to treat the same in confidence. BMRCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or BMRCL or as may be required by law or in connection with any legal process. Any effort by a Tenderer to influence the Employer in the Tender process or award decisions may result in the rejection of his Tender.

2.21 Proprietary data

All documents and other information supplied by BMRCL or submitted by a Bidder to the BMRCL shall remain or become the property of BMRCL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. BMRCL will not return any Bid or any information provided along therewith.

2.22 Correspondence with the Bidder

Save and except as provided in this Bid Document, BMRCL shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid. However, BMRCL reserves the right to ask clarifications from the tenderers at any stage of processing the bids received.

2.23 Miscellaneous

2.23.1 The bid process shall be governed by, and construed in accordance with, the laws of India and the courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bid process.

2.23.2 BMRCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/ or cancel the bid process and/ or amend and/ or supplement the bid process or modify the dates or other terms and conditions relating thereto;

(b) seek clarification or further information from any Bidder;

(c) retain any information and/ or evidence submitted to BMRCL by, on behalf of, and/ or in relation to any Bidder; and

(d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

2.23.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases BMRCL, its employees, agents and consultants, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bid Documents, and/ or in connection with the bid process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

2.23.4 In case of any discrepancies in Terms & conditions in the eProcurement portal and conditions of Tender, the Tender conditions shall prevail.

2.24 Taxes and Duties

All taxes and duties including GST imposed by Central/ State government or local bodies shall be extra and shall be paid by Licensee. Any increase in the rates of statutory levies/local taxes as and when imposed by Government /local bodies including any new tax imposed shall be payable by the Licensee. However, property tax, if any shall be borne by BMRCL.

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SECTION III

SUBMISSION OF BID

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PREPARATION AND SUBMISSION OF BID

3.1 The subject sites under the scope of bid, are non-commercial and shall be used for installation of 5G small cells on Pillars/Sites and BMRCL reserves the right to ensure that there is no violation of the same. The operator shall take up on the full extent of the listed space on pillars "as is where is basis". All Metro Pillars/Sites as mentioned are tentative and are subject to change.

3.2 Language

The Bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

The Bid Application Form, Bid proposals and other submissions shall be numbered, signed & stamped on Each Page (A page-wise summary of all the documents shall also be enclosed as a part of document, by the "Authorized Signatory" of the Bidder. Also, Bidders are required to submit a supporting Power of Attorney, authorizing the Signatory of the Bid Document to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a JV/ Consortium, the Bid Document shall be signed by the "Authorized Signatory" of the Lead Member and the Power of Attorney shall be signed by all members of the JV/Consortium and shall be legally binding on all of them.

The Tender submittals shall comprise the EMD, Qualification cum Technical Bid and Financial Bid documents and Tenderer shall upload clear and readable scanned copies of these documents on e-Procurement Portal.

3.3 Format and signing of Bid

3.3.1 The Tenderer shall follow and submit the Tender documents in the respective formats prescribed under Section-VII-Annexures

3.3.2 The Tender submittals shall be typed or written in inedible ink(wherever required), which is to be scanned and digitally signed using Class-III digital signature by person(s) duly authorized to bind the Bidder to the contract. Proof of authorization shall accompany the Bid in the form of notarized "Power of Attorney". All pages of the Bid where entries, amendments, corrections, alterations, erasures etc., have been made shall be initialized by the person(s) signing the Tender.

3.3.3 Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexure is insufficient.

3.3.4 Bidders can bid individually or as a joint venture/consortium or otherwise. In case of joint venture/consortium, the bid shall be submitted by the lead member only, along with details of all members of the joint venture/consortium.

3.4 Sealing and Marking of Bids

3.4.1 All the Bid proposals shall be digitally signed along with the other Qualifying documents and shall be submitted Electronically through eProcurement Portal on or before the last date and time for Bid submission as published therein.

3.4.2 Bidder, in advance, should get ready the Proposal documents to be submitted as indicated in the Bid document /schedule in PDF/JPEG formats. The Bidder has to digitally sign and upload the required proposal documents one by one as indicated in the Bid document.

3.4.3 Bidder should log into the e-Procurement Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Bid submission.

3.4.4 Bidder will be solely responsible for uploading the Bid submittals in eProcurement portal. BMRCL will not be held responsible for consequential damages/losses/delay due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

3.4.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Bidders, opening of proposals etc. The Bidders should follow this time during proposal submission.

3.4.6 The necessary certificates/documents in support of fulfilling the Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

3.4.7 Original Documents to be submitted in hardcopy:

The Bidder shall seal and submit the original documents listed in clause 3.5.2 of Section-III in original (hard copy) by speed post or in person at BMRCL office **within 5 days** of last date of online Bid submission. Only the Bids submitted online and the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of "acknowledgement from Employer/eProcurement Portal".

The envelope shall bear the following identification:

TENDER NO: 1 S&T-PIL

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE

BMRCL Office Address for submission of hardcopy[1]:

To

The Chief Engineer (Telecom & AFC)

Bangalore Metro Rail Corporation Limited,

III Floor, BMTC Complex,

K.H Road, Shanthinagar, Bangalore-560027

Karnataka, India.

The Bidders can submit the hard copies by 'Speed Post' or 'in person' at the above address during 11.00 am to 05.00 pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

3.4.8 BMRCL reserves the right to reject any Proposal if:

(a) At any time, a material misrepresentation is made or discovered, or

(b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

3.4.9 Bidder is expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at Bidder's own risk and may result in rejection of proposal.

[1] *Address of the concerned Head of the Dept. /Senior most Officer of the functional area.*

3.5 Submission of Bid

3.5.1 The Bid submittals shall be typed or written in indelible ink (wherever required), which is to be scanned and digitally signed using Class-III digital signature by person(s) duly authorized to bind the Bidder to the contact. Proof of authorization shall accompany the Bid in the form of notarized "Power of Attorney". All pages of the Bid where entries, amendments, corrections, alterations, erasures etc., have been made shall be initialized by the person(s) signing the Bid.

3.5.2 The Bidder is required to submit the following documents in **original (hard copy)** within the time and place mentioned in clause 3.4.7:

i. Earnest Money Deposit, as per clause 2.7,
ii. Notarized Power of Attorney and Board resolution (as applicable),
iii. Hardcopy of any other documents explicitly required in Bid document.
iv. Notarized Memorandum of Understanding (MoU) in case of JV/Consortium (as per Clause 3.9)

In case of failure in submission of the above documents within stipulated date, the Bid may be treated as incomplete and be liable for rejection.

3.5.3 All the pages, supporting papers/documents submitted along with the Bid should be signed by the Authorized signatory and stamped. The Bidders shall submit a written notarized Power of Attorney (POA) authorizing the signatory of the Bid along with board resolution

a. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
b. For a Power of Attorney executed and issued overseas, the document shall be notarized in the jurisdiction where the Power of Attorney is being issued and also have to be legalized by the Indian Embassy/High Commission. However, the Power of Attorney, provided by a Bidder from a country which has signed The Hague Legislation Convention 1961, is not required to be legalized by the Indian Embassy/High Commission if it carries a conforming "Apostille" certificate.

3.5.4 The Bid Document shall be pinned together and submitted with all pages numbered serially and indexed. Each page of the submission shall be signed by the authorized signatory of the Bidder. The signing of every page of the Bid Document by the Bidder shall be deemed to mean that the Bidder has read, understood and accepted all the terms and conditions mentioned herein.

3.5.5 A Bidder, who submits or participates in more than one bid shall be disqualified and shall also cause disqualification of all the Consortia in which it is a Member.

3.5.6 The Bidder shall bear all costs associated with the preparation of the Bid and BMRCL shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Selection process.

3.5.7 BMRCL reserves the right to out rightly reject conditional Bids without assigning any reason whatsoever.

3.6 Deadline for submission of the Bids

3.6.1 Bids must be submitted online through Karnataka Public Procurement Portal (eProcurement Portal) on or before the date and time specified in the eProcurement Portal and in time submission of Bid is the responsibility of the Bidder. Original Documents (Hard copy) as listed under clause

3.5.2 of Section-III shall be submitted in the place, date & time as specified in Clause 3.4.7 of Section-III.

3.6.2 BMRCL may, at its discretion, extend the date for the submission of Bid by amending the Bid Documents, in which case all rights and obligations of BMRCL and the Tenderer previously subject to the original deadline shall thereafter be subjected to the deadline as extended.

3.6.3 In online e-Procurement Portal, the Bidder shall not be able to submit the Bid after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled.

3.6.4 Hard copies of those Bids which have been uploaded in the e-Procurement Portal successfully will only be considered for evaluation. Hardcopies received by BMRCL after the deadline for submission as mentioned in Clause 3.4.7 of Section-III will be rejected.

3.7 Bid Opening (Opening of Qualification cum Technical Bids)

3.7.1 First, the Employer will open the EMD and verify the EMD at the time and date specified in the eProcurement Portal.

3.7.2 Further, the Employer will open the 'Qualification Cum Technical Bid' of the Tenders whose EMD has been found acceptable, through e-Procurement Portal. If EMDs are not in proper form, the 'Qualification Cum Technical Bid' will not be opened for such Tenderers.

3.7.3 Interested Tenderers or their authorized representatives who choose to attend or may view the same on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

3.7.4 The Tenderers will be examined for the following submittals:

i. Presence of valid EMD/Tender Guarantee,
ii. Presence of 'Qualification cum Technical Bid',
iii. Submission of original documents as per Clause 3.4.7 of Section-III.

3.7.5 The Employer will evaluate and determine whether each Tender:

a. meets the eligibility and qualification criteria defined in ITT clause 2.5;
b. is accompanied by the required EMD as per stipulations in ITT Clause 2.7;

The Employer will draw out a list of qualified Tenderers.

3.7.6 Tenders which are not accompanied by a valid EMD, or are accompanied by an unacceptable or fraudulent EMD shall be considered as non-responsive and rejected. All decisions whether a Tender is non-responsive, unacceptable or whether a Tender Guarantee is fraudulent or unacceptable or non-compliant will be that of the Employer.

3.7.7 If any Tender contains any deviation from the Tender documents and /or if the same does not contain EMD in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

3.7.8 Tenderers, whose 'Qualification cum Technical Bid' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Bid' through e-Procurement Portal.

3.8 Evaluation Process

3.8.1 BMRCL will subsequently examine and evaluate the submissions in accordance with the provisions set out in Section IV.

3.8.2 Bidders are advised that qualification of Bidders will be evaluated based on the criteria specified under Section-IV. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding process or selection will be given.

3.8.3 Any information contained in the Bid shall not in any way be construed as binding on BMRCL, its agents, successors or assigns, but shall be binding against the Bidder if subsequently selected as Licensee, on the basis of such information.

3.8.4 BMRCL reserves the right not to proceed with the Bidding process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3.8.5 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, BMRCL may, in its sole discretion, choose to seek information / clarification from the Tenderer or take suitable decisions for non-consideration of relevant submission.

3.8.6 Where any information is found to be patently false or amounting to a material misrepresentation, BMRCL reserves the right to reject the Bid in accordance with the provisions of tender.

3.8.7 The Financial Bid of the Bidders, whose 'Qualification cum Technical Bid' were found acceptable, shall be opened by Tender Opening Committee in the presence of the Bidder's representatives who choose to attend and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Package opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.

3.9 BIDS BY A JV/CONSORTIUM OF FIRMS

In case of a Bid by a JV/Consortium of firms:

3.9.1 There can be a maximum of **three (3) members** in a JV/consortium. The member of one joint venture/consortium shall not be a member of other joint venture/consortium those are participating in the bidding / tender process.

3.9.2 The capabilities of only those members with amount of participation equal to or **greater than 26%** in the JV/Consortium shall be considered relevant for evaluation ("Relevant Members"). It is clarified that the financial capabilities of any other Group Company, or holding company or subsidiary company of any Bidder/consortium member shall not be considered for evaluation unless such company is also a part of the joint venture/consortium with minimum 26% amount of participation in the JV/Consortium.

3.9.3 Each consortium must specify the proposed amount of participation of members and nominate a Lead Member of the JV/Consortium. Such nominated **Lead Member should hold more than 35%** stake in the shareholding of the JV/Consortium. This shall be enshrined in the Memorandum of Understanding (MOU) signed by all JV/Consortium members and submitted along with this bid. (Please refer Annexure III in this regard).

3.9.4 If the successful Bidder is a JV/Consortium of firms, then all the JV/Consortium Members and Bangalore Metro Rail Corporation Limited shall be a party to the License Agreement and jointly severally responsible for the performance of the contract. The joint venture/consortium shall have to furnish Notarized Power of Attorneys by all members of the joint venture/consortium in favor of their authorized nominated official to enter into the MOU, but the JV/Consortium members shall continue to be jointly and severally responsible and liable for due performance of all the obligations and responsibilities assumed by them under the Agreement.

3.9.5 There shall be no change in the consortium's proposed Amount of Participation as mentioned in the submitted tender, till the Completion of the tenure. If there are changes in the joint venture/consortium structure before Completion of the tenure, the Bidder must take prior approval of BMRCL.

3.9.6 The Relevant Members (i.e. members who had stake of 26% or more at the time of bidding) of the JV/Consortium shall together maintain a minimum participation/equity stake of 51% of the aggregate shareholding of the JV/Consortium Firm at all times. Any deviation from the above Participation/ shareholding structure shall expressly be with the prior consent of BMRCL. Further, any change in the Amount of Participation/ Equity shareholding pattern of the Consortium Firm during the tenure period resulting in change in management control shall be notified to BMRCL and prior permission taken, which shall not be unreasonably denied. As and when the Single Point of Contact is created and entrusted the task of implementing the project, the constitutional documents of the Single Point of Contact and Board Resolutions authorizing the execution, delivery and performance of such tasks will have to be submitted to BMRCL.

3.9.7 All members of the JV/ Consortium shall be liable jointly and severally, to honor and abide with the terms and conditions of the License Agreement.

3.9.8 All correspondence or communications will be done by the Lead Member (or authorized representative of Lead Member) of joint venture/consortium supported by POA of each member to the authorized representative of lead member in a consortium.

3.9.9 Any individual Bidder or member of a joint venture/consortium cannot be member in another joint venture/consortium and participate in this Bid.

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SECTION IV

EVALUATION OF QUALIFICATION CUM TECHNICAL BID

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STAGE 1: EVALUATION OF QUALIFICATION CUM TECHNICAL BID

4.1 Tests of responsiveness of Qualification cum Technical Bid

4.1.1 Prior to evaluation of the Qualification cum Technical Bid, BMRCL shall determine whether each submission in the Qualification cum Technical Bid is responsive to the requirements of the Bid Document. The Qualification cum Technical Bid shall be considered responsive only if:

(a) The 'Eligibility and Qualification Criteria' as detailed in clause 2.5 of ITT is met, and documents support the same are duly submitted as part of Tender submission.
(b) Duly filled Bid Application Form with the entire checklist of documents sought after is submitted.
(c) it contains all the information and documents (complete in all respects) as requested in this document or submit such clarifications sought within the prescribed time;
(d) it contains information in formats same as those specified in this document;

4.2 Clarifications

4.2.1 To facilitate evaluation of submissions in the Qualification cum Technical Bid, BMRCL may, at its sole discretion, seek clarifications from any or all Bidder(s) regarding its/their submissions. Such clarification(s) shall be provided within the time specified by BMRCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in accordance to ITT clause 2.8.1.

4.2.2 If a Bidder does not provide clarifications sought within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, BMRCL may proceed to evaluate the submissions in the Qualification cum Technical Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of BMRCL.

4.2.3 Only Financial Bids of those Bidders, whose 'Qualification cum Technical Bid' are found acceptable, will be opened.

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SECTION V

EVALUATION OF FINANCIAL BID

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STAGE -2: EVALUATION OF FINANCIAL BID

5.1 Contents of Financial Bid(s)

i. The Financial Bid for all listed spaces in pillars should be submitted online through e-Procurement portal, as per 'INSTRUCTIONS FOR COMPLETING THE FINANCIAL BID', Appendix-III, Section-VII.

ii. Bidder has to bid for minimum 50 pillars out of total 2006 pillars listed from different sections under Clause 2.3 of ITT, Section II and the Bidder shall fill in and complete the 'Financial Bid' online through Karnataka Public Procurement Portal (eProcurement portal) only. **No hardcopy of commercials should be attached or disclosed elsewhere**.

iii. The Bidder shall quote the rental amount/prices in Words & Figures. In the event of any difference between figures and words, the amount quoted in words shall be taken into account.

iv. Financial Bids will be evaluated based on total amount quoted for per pillar for minimum 50 pillars and the highest quoted total amount per pillar space will be the H1 Bidder. The Bidder quoting the next highest rate will be treated as the 2nd highest bidder (H2) and so on.

5.2 Opening of Financial Bids

5.2.1 BMRCL shall notify the Bidders who meets the Qualification criteria and substantially technically compliant, indicating the date and time set for opening the Financial Bids.

5.2.2 The Financial Bid of the Bidders, whose 'Qualification cum Technical Bid' were found acceptable, shall be opened by Tender Opening Committee in the presence of the Bidder's representatives who choose to attend and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Bid opening being declared a holiday by the Employer, the Bids will be opened at the appointed time on the next working day.

5.2.3 The Bidders' names, the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

5.2.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-clause 3.7.3 of Section-III. The Bidder's designated representatives who choose to attend the Bid opening will be required to sign the minutes recorded during the Bid opening. The omission of Bidder's signature on the minutes shall not invalidate the content and effect of the record.

5.3 Tests of responsiveness

5.3.1 Prior to evaluation of Financial Bids, BMRCL shall determine whether each Financial Bid is responsive to the requirements of the Bid Document. A Financial Bid shall be considered responsive only if:

(a) The complete 'Financial Bid' fill in online through Karnataka Public Procurement Portal (eProcurement portal);

(b) It does not contain any condition, or deviation.

5.3.2 BMRCL reserves the right to reject any Financial Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BMRCL in respect of such Bid.

5.4 Correction of Errors

The License Fee indicated in the Financial Package shall be final and no adjustment /corrections to the Tender prices shall be made on any account. The Employer will evaluate and compare the Financial Packages of all Tenders.

5.5 Selection of Qualified Bidder

5.5.1 The Bid evaluation of Qualified Bidder adjudged as responsive as per Clause 5.3 above will be carried out for all listed spaces in pillars as quoted by them. Bidder quoting highest total amount will be considered as Highest Bidder (H1) for Pillar space will be awarded LOA for installation of Small Cell on pillars.

The technically eligible Bidder, who quotes the highest License Fee shall be treated as the highest bidder (H1). The bidder quoting the next highest rate will be treated as 2nd highest bidder (H2) and so on.

5.5.2 In the event that two or more Qualified Bidders have quoted the same highest amount, then whosoever having the maximum number of operational small cells in Bangalore city (BBMP Limits) will be awarded LOA for pillar space. In case of absence of Small cell, operational towers will be considered for finalization of successful bidder.

5.5.3 H1 bidder will have exclusivity of 2 years for 2006 pillars from the date of signing of license agreement for choosing & finalisation of the quoted number of pillars in the bids submitted and additional requirement thereof, if any. Beyond the time frame of 2 years of exclusivity offered to H1 bidder, the pillars that are not occupied by H1 bidder will be offered to H2 bidder, if H2 matches the rate of H1 and as per the same terms and conditions of H1. Same process will apply for H3 and so on. License fee shall be charged only for the pillars that are taken over by the Licensee.

5.5.4 The highest Bidder (H1) shall have priority to finalise or freeze their pillars over the second highest Bidder (H2). H2 shall finalise their pillars from the remaining left over pillars. If H2 Bidder applies for more than 50 pillars and gets less than 50 pillars due to non-availability of inventory, the License Fee shall be charged for actually handed over pillars. Same conditions shall apply for the H3, H4 and so on.

5.5.5 The price quoted in the eProcurement portal shall be excluding all Taxes & duties and the same shall be considered for evaluation purpose.

5.6 Sequence of events on selection of Bidder

5.6.1 Upon completion of the Bid evaluation process and acceptance of the Bid submitted by the Selected Bidder, BMRCL shall forward the Letter of Acceptance ("**LoA**") to the Selected Bidder along with the draft License Agreement. The Selected Bidder shall return the draft License Agreement and sign the LoA signifying its acceptance thereof, within 15 (Fifteen) days from the date of issue of the LoA. After receiving of acceptance to LoA, BMRCL shall carry out a joint inspection of the Location with the Selected Bidder within 15 (Fifteen) days from the date of acceptance to LoA for handing over of pillars.

Sl. No.	Stages of Activity	Time Period
1	Submission of Interest Free Performance Guarantee or Security Deposit to BMRCL by the Selected Bidder	Prior to signing of the License Agreement and within 30 days from the date of issue of the Letter of Acceptance by BMRCL.
2	Pillars to be handed over to Selected Bidder	BMRCL shall carry out a joint inspection of the Location with the Selected Bidder within 15 (Fifteen) days from the date of acceptance to LoA for handing over of pillars.
3	Duration of License Period	10 (Ten) years from date of first handing over of pillars.
4	Signing of License Agreement	Bidder shall execute the License Agreement for all the Metro pillars that are awarded under this tender within 45 days of receipt of full LoA payments (Security Deposit and First Quarterly Advance License fee).

Sl. No.	Stages of Activity	Time Period
5	Commencement of License Fee	As per terms mentioned in Section-VII – Indicative Draft License Agreement – Clause 3.0 of Appendix-II
6	Payment of FIRST QUARTERLY Advance License Fee to BMRCL by Licensee.	Within 30 days of date of issuance of LoA. First quarterly advance License fee shall be charged for minimum 50 pillars. The paid advance license fee shall be adjusted against the number of pillars that are taken over subsequently by the Licensee until they take over 50 nos of pillars with in stipulated period as specified in Section-VII – Indicative Draft License Agreement – Clause 3.0 of Appendix-II

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SECTION VI

TERMS AND CONDITIONS OF CONTRACT

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TERMS AND CONDITIONS OF CONTRACT

6.1 EXECUTION OF LICENSE AGREEMENT: - The Successful Bidder will be required to execute the License Agreement within 45 days from the date of issue of the Letter of Acceptance by BMRCL. Prior to signing of the License Agreement, the successful Bidder shall: -

6.1.1 Submit, to BMRCL, the requisite Interest Free Security Deposit (SD) which shall be equivalent to Six (6) Months rentals. The interest free Security Deposit shall be accepted in the form of Demand Draft/ Pay Order /Banker's Cheque/ Bank Guarantee/ Electronic Bank Guarantee (eBG) (Format of BG as per Annexure–VIII). The Bank Guarantee shall be issued by an Indian Scheduled Bank (excluding co-operative Banks) or from a scheduled Foreign Bank as defined in section 2(e) of RBI Act – 1934 read with second schedule drawn on and payable and extendable at a designated branch in Bangalore. The interest free Security Deposit shall be refunded only after completion of the License period.

6.1.2 Submit, to BMRCL, the requisite quarterly License Fees / Space Rents in advance and other demands, as communicated by BMRCL in the LOA.

6.1.3 The successful Bidder, in case being a company, shall submit certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of the License Agreement to BMRCL before the signing of License Agreement.

6.1.4 In case of successful Bidder is a Joint Venture/Consortium, the License Agreement shall be signed by all the members of the JV/Consortium.

6.1.5 Successful bidder shall ensure that it does not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets.

6.1.6 Failure to meet above conditions will result in a breach of contract and BMRCL shall be entitled to cancel the award without being liable in any manner whatsoever to the successful Bidder and to forfeit the Tender Security (EMD) as Damages.

6.1.7 The cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges shall be borne by the successful Bidder.

6.1.8 In case of failure on the part of the successful Bidder to sign the License Agreement within the stipulated time, BMRCL reserves its rights to cancel the Award and forfeit interest free Security Deposit and any other amount deposited till that time without being liable in any manner whatsoever to the successful Bidder.

6.1.9 The bidders after award of LOA and before commencement of Installation should submit the method statement for review and approval from BMRCL.

6.2 TERMS OF CONTRACT

6.2.1. The license shall be for a period of 10 (ten) years from the commencement of license fees/space rent. The license shall be granted on the following basis:

a) BMRCL will issue the E-invoice with applicable GST once in a quarter either on the last date of completion of every quarter or on the first day of the next quarter. The licensee shall pay the bill amount after the end of the quarter.

b) The license fees/Space rents and Security Deposit will be escalated by **7% after completion of each year** from the date of commencement of License fee on a compounding basis.

c) **Objectives of Bid document**:

Licensing of space on pillars of Line-1, Line-2, Reach-5 & Reach-6 for placement and operation of telecom equipment for providing mobile shared coverage as per terms and conditions of this Bid document.

- To augment non-operational revenue of BMRCL through Licensing of space on pillars.
- To provide mobile coverage in periphery of metro alignment.

Pillars/Spaces/locations offered on license basis are 'as is where is basis'.

d) **Scope:**

(i) In elevated section of BMRCL, the stations and viaduct are raised on pillars. The viaduct is supported on single pillar located in median of road having average cross-sectional area of 3 – 6 Sqm. It may be square, circular or oval in shape. The surface may be smooth or corrugated. The bottom of viaduct indicating road clearance is 5.5m to 6m at road crossing. If it is an over bridge crossing road, this clearance may be 15m to 18m. in some sections, the viaduct is supported on two columns.

(ii) Space on pillar: BMRCL shall provide 1.5m of wide space below viaduct from the cap of the Pillar on the metro pillars for clamping of telecommunication equipment. The clamped equipment should be installed below bottom of pier cap and should not protrude/project beyond 600 mm of pillar surface. Road /traffic conditions and regulations of civic/statutory authorities in regard to installations nearby road must be taken care of by the licensee.

(iii) The spaces on metro pillars are hereby offered for placement and operation of telecom equipment for providing mobile coverage of 5G in periphery of BMRCL metro alignment. (Annexure-XII of Section-VII-Appendix and Annexures).

(iv) The selected Bidder(s) shall be licensed with the offered spaces, according to their bid, for placement and operation of telecom equipment for providing mobile coverage of 5G periphery of BMRCL metro alignment (Annexure-XII of Section-VII-Appendix and Annexures), as per terms and conditions of this Bid document, hereinafter referred to as "Permitted Activity", subject to the terms and conditions specified in the Bid document/draft license agreement and the guidelines stipulated herein in relation to the permitted activity: at the pillars/sites/locations with tentative tendered area as detailed in Annexure-XII of Section-VII-Appendix and Annexures.

(v) The telecom solution as a concept shall be offered by the licensee whereby with single common infrastructure all existing and upcoming mobile operators can serve their customers in an easy and efficient manner. The said telecom solutions shall offer shared solution for various types of telecom operators.

(vi) The Selected Bidder (s) shall be required to set up and manage the common shared cell telecom solution at the Licensed premises. The Selected Bidder shall in turn provide the services of telecom solution to various telecom operators and other agencies by charging them appropriate licensee fee. The Selected Bidder in turn shall pay a fixed amount of monthly licensee fee and other charges along with applicable taxes, quarterly in advance, to BMRCL.

(vii) The Licensee shall operate the licensed space for placement and operation telecom

equipment for providing shared mobile coverage of 5G in periphery of BMRCL metro alignment. For the purpose of placement of equipment, the Licensee shall submit the design/layout of the location of placement of equipment along with other relevant details. BMRCL shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not acceptable to BMRCL Licensee is required to submit revised plan for approval. All further modification/revision in plan shall have to be got approved from BMRCL.

(viii) The Licensee shall design of all units/structures to complement the pillar architecture for installation of telecommunication equipment.

(ix) The Licensee is responsible for the procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the licensed premises only. Licensee shall prepare the plan for approval from BMRCL.

(x) The Licensee shall operate, manage and maintain the entire premises.

(xi) Licensee shall interface with Civil/Electrical/Operation & Maintenance (O&M) /Signal & Telecom wings of BMRCL during execution of work.

(xii) After completion of work as built drawings shall be submitted by the Licensee to BMRCL.

(xiii) Pillars/Spaces/locations offered on license basis are 'as is where is basis'.

(xiv) License fee shall be charged on per pillar/month basis for the aforesaid pillar space. Minimum number of pillars that shall be invoiced is 50 pillars.

(xv) The accepted License fee for successful bidder shall be applicable up to 5G only during the tenure of License Agreement. In case of any technological up-gradation beyond 5G, the License fee of Space shall be reviewed on the same terms and conditions. In event of failure of finalization of same license fee of space, the License Agreement shall be terminated by BMRCL as per terms and conditions of License Agreement.

(xvi) Ensure regular and timely payments of all amounts due to BMRCL and discharge all obligations as per License Agreement.

(xvii) The Optical Fibre Cable or any other cable laid in ROW shall be used for linking of its equipment for permitted activity only. Details are to be submitted for review and approval of BMRCL.

(xviii) Based on availability and technical feasibility, BMRCL shall provide, at its discretion:

a) Right of Way (ROW) may be provided and viaduct to connect equipment for laying of OFC and power cables along station building area as per instructions of BMRCL. However, such cables shall be supplied & laid as per guidelines and specifications of BMRCL e.g. FRLS cables to be used in elevated section and LSZH in underground section.

b) Access to BMRCL's Optical Fibre Cables(OFC) to Licensee on BMRCL's fixed price. Fibre can enter/exit at stations

However, the OFC can run below the viaduct for connecting equipment on pillars.

(xix) Any space requirement at any elevated metro station for placement of backhaul

equipment & linking this equipment shall be provided subject to minimum of 1sqm & technical feasibility and license fee for such allotted space shall be as same as rates specified in the Bid document/License Agreement for IBS Room space. Additional area, if required, shall be provided on pro- rata basis, if feasible. Infrastructure of 2 different contracts are not to be shared.

(xx) The Licensed Space shall only be utilized by the Licensee or its associates/permitted operators as per Terms and Conditions of RFP Document/Draft License Agreement.

(xxi) The Pillars shall exclusively belong to BMRCL, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.

(xxii) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, TRAI, DOT Govt of India etc,.at its own cost.

(xxiii) Comply with all statutory requirements in connection with License Agreement.

(xxiv) The Licensee shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications, etc. from time to time.

(xxv) The Licensee shall be responsible for obtaining necessary permissions from Department of Telecommunications (DoT) and comply with all the guidelines issued by DoT from time to time and applicable law for undertaking the Permitted Activity in the Licensed Premises. Any law/instruction issued by Local Authority, in this regard, shall also be adhered to.

(xxvi) After the expiry of tender period, all passive infrastructure shall become the asset of BMRCL. Contractor shall only take away the active elements.

6.2.2. **Security Deposit:** The successful Bidder will have to deposit an amount equivalent to 6 months License Fee/Space Rent as Security Deposit. The interest free Security Deposit/Performance Guarantee shall be accepted in the form of Demand Draft/ Pay Order /Banker's Cheque or Bank Guarantee/ Electronic Bank Guarantee (eBG) (Format of BG as per Annexure–VIII) for the total area allotted. The interest free Security Deposit will be refunded by BMRCL only on satisfactory completion of the full agreement/contract period taking into consideration that all BMRCL dues are cleared.

6.2.3. The licensee shall deposit the license fee for the first quarter with BMRCL within 30 days of issue of LOA as security for license fee and other dues. The deposit amount shall remain with BMRCL till the completion of contract period or termination of the contract. If the deposit is appropriated to the defaulted license fee, then the licensee shall deposit immediately an amount equal to the amount of license fee payable in a quarter as mentioned in clause No. 4.2 of indicative draft license agreement etc, along with the above requested security deposit within 30 days from the date of issue of LOA. In case the Bidder fails to deposit the requisite demand as per Letter of Acceptance (LOA) within 30 days from date of issuance of LOA, an extended period to honour LOA with penal surcharge for late payment shall be applicable as under:

Days From issuance of LOA	Rate of penal surcharge
Up to 45th day	NIL
46st to 60th day	@ 3% flat on LOA amount
61st to 90th day	@ 4% flat on LOA amount

6.2.4. If the payment is not made within 90 days in accordance with Clause 6.2.3 above, BMRCL shall be

at liberty to cancel the LOA. The Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account. It is noted that the site will be handed over only after the receipt of payments against Letter of Acceptance (LOA).

6.2.5. The License Fee and other dues thereto along with applicable GST shall start from the date of Commencement of License Fee. No relaxation on this account will be given or considered. The Bidder voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on account of not taking over possession of the rooms/site.

6.2.6. Surrendering of license after payment of security deposit even without taking possession of site will lead to forfeiture of security deposit and all other payments made. Surrendering of the bid by the highest Bidder immediately after the open bidding process will lead to forfeiture of the EMD, which is to be submitted to the authorized representative of BMRCL, prior to the start of open bidding process. The licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, on account of such forfeitures.

6.2.7. BMRCL's decisions in the matter of evaluation and conduct of bid process shall be final and binding on all participating Bidders. No compensation or claim or objection will be entertained, on this account.

6.2.8. All Prospective Bidders wishing to inspect the pillars and queries related to the Bid document may contact the following person:

Office Address	:	The Chief Engineer (Tele & AFC) Bangalore Metro Rail Corporation Limited 3rd floor, BMTC Complex, K H Road, Shanthinagar, Bangalore-560027 (India)
Phone no.	:	080-22969506
E-mail	:	pssubramanyam@bmrc.co.in

6.2.9. Each Bidder will be deemed to have inspected the pillars, the surroundings and inspected all necessary documentation and made all inquiries prior to participating in the bid process. The space is being offered on "as is where is basis" wherever pillar works are completed. In respect of pillars that are under construction, the pillar will be finished to the reasonable level, fit for occupancy. The Bidder should satisfy himself\herself\themselves that the space is suitable for setting up his\her\their business for installation of 5G small cells.

6.2.10. The successful Bidder will also be required to take, prior approval from all the relevant authorities, DoT, TRAI, legal, statutory, etc as per the applicable laws for operation of business.

6.2.11. The Bid Application Form must provide all the necessary information and BMRCL reserves the right to reject any offer that does not contain all the information, requested for.

6.2.12. All pages of this document must be signed as acceptance of terms and conditions mentioned therein and submitted before the start of the bid process along with the following documents:

1.) One passport size photograph along with the three specimen signatures attested by Gazette Officer / District Magistrate/Manager of any Nationalized Bank.

2.) Identity proof (any photo identity card, such as driving license or voter's ID cards.

3.) Proof of residence (Ration Card / Photo identity card / Electricity Bill). In case of joint venture or consortium / company, Affidavits as per Annexure – I to II, Memorandum of Understanding (MoU) & Article of Association (AoA) as per Annexure – III, Power of Attorney (PoA) as per Annexure – IV, Undertaking of responsibility as per Annexure - V to be submitted, Proforma certificate as per Annexure – VI and Bank Guarantee as per Annexure – VII.

4) PAN / TAN / GST photocopy.

6.2.13. While BMRCL shall adhere to the dates mentioned in the notice inviting to bid, it reserves the right to change, modify or put on hold or terminate this schedule, without assigning any reason/s, whatsoever.

6.2.14. BMRCL reserves the right to call for additional information/clarifications from the Bidder/s. The bid Bidder/s/Bidder/s should furnish such requirements within such time as may be permitted by BMRCL.

6.2.15. BMRCL reserves the right to reject outright, conditional Bids, without assigning any reason, whatsoever.

6.2.16. The participation in tender process constitutes, no form of commitment on the part of BMRCL, whether in respect of, selection or otherwise. Furthermore, this document or the Bid Application Form document confers neither the right nor the expectation on any Bidder, of licensing of site.

6.2.17. Nothing in the Bid Application Form or this document or in any communication issued by BMRCL or any of their advisers or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

6.2.18. The decision of BMRCL on Bidders who qualify will be final and no queries or clarifications by any party will be entertained in the matter.

6.2.19. BMRCL has the right to reject Bidders from further consideration before the start of the bid process if it has reason to believe or apprehend that the inclusion of the said Bidder/Bidder or Bidders may lead to misuse of the said spaces, or any other threat to the smooth functioning of the metro rail operations.

6.2.20. The Bidders shall provide evidence of their continued eligibility, in a manner that is satisfactory to BMRCL, as BMRCL may reasonably request. Bidders are put on notice that they are liable for disqualification, if it is determined, at any stage of the bidding process, that the Bidders/Bidder will be unable to fulfil the requirements of the project or of the eligibility criteria at this stage.

6.2.21. In case of circumstance, where BMRCL is required to render any additional services, the same may be provided on mutually agreed terms and conditions.

6.3 Transfer: - The LICENSEE, during the tenure of this license shall not transfer, assign or part with the licensed premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the licensor, nor shall they be entitled to allow any person to occupy the licensed premises or to use any part thereof save with the prior permission in writing of the licensor.

6.4 Non-payment of license fees and other dues.

6.4.1 Non-payment of license fees and other dues within the prescribed date will constitute breach of the terms of this agreement and shall render the license liable to be revoked as per clause 16.0 given in the License agreement (Breach of Contract). Besides, the LICENSEE shall pay an interest of **24%** on the amounts of license fees and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue till the license fees and other dues are finally squared up. For calculating number of months for which the amount remained outstanding, a part month will be treated as a full month.

6.4.2 Licensee shall clearly mention the details of payment deposited. In the case of non-submission of such details, initially THIRD party dues i.e. statuaries dues / liabilities shall be settled (mandatory liabilities of BMRCL) then others dues / liabilities like electricity, OMC etc., and lastly License fee shall be accounted for.

6.4.3 The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. **The Licensee also voluntarily agrees to collect the invoices from the office, if required, of the Authorized representative of the licensor (BMRCL), before the due date. Non- receipt of invoice will not be consideration for delayed or non-payment of dues and may be treated as a breach of agreement**.

6.4.4 In case payment is not made by due date, a 15 days' notice to remind to clear outstanding dues shall be issued with a caution notice that in the event of failure to clear all the dues, a termination notice of 30 days shall be served to the licensee.

6.4.5 Any representation or any request by the Licensee shall be entertained only if the licensee deposits 100% dues as per issue / demand within 15 days of issue of termination notice and a written request in the matter. That no opportunity of any kind will be given in the matter after expiry of termination notice and the contract shall be liable to be terminated.

6.4.6 The licensee shall vacate the licensed space by taking away all his articles and hand over the licensed space to respective Station Controller before last date of termination notice otherwise BMRCL shall have the right to seize these material. Unauthorized occupancy charges will be levied after 30 days Grace Period from the date of termination order.

6.4.7 A certificate from concerned Station Controller in proof of Licensee having vacated the site will be required to be submitted by the licensee. Any claim of vacation / non-vacation without the endorsement of Station Controller shall not be entertained.

6.4.8 Electricity & other utilities will be disconnected on 16th day of issue of this notice.

6.4.9 Security Deposit shall be forfeited after termination of contract.

6.4.10 A termination order shall be issued after expiry of termination notice along with a notice of 30 days to vacate the premises failing which all the material shall be seized by BMRCL.

6.4.11 In no case payments shall be allowed to remain outstanding for a maximum period of 60 days. At any stage, if the dues remain outstanding for the period of more than 60 days, the license agreement shall be terminated.

6.4.12 **Banning of business Deals:** In case Bidder fails to honor two consecutive highest bids given by him/her, it will lead to disqualification for participation in further bidding / tender in BMRCL.

6.4.13 **SCHEDULE OF PAYMENT**

6.4.13.1 The licensee shall deposit to BMRCL in DD/Pay order equivalent to the quarterly rent payable within 30 days from the date of issue of LOA to avoid default in payment of license fee and other dues. BMRCL will issue the E-invoice with applicable GST either on the last date of completion of the quarter or on the first day of the next quarter.

6.4.13.2 In the event of non-receipt of Invoices the Licensee agrees to collect the same from the office of authorized representative of the Licensor (BMRCL).

6.4.13.3 **Late Payments and Management of Contract: -** For late payments by the licensee, interest at the rate of **SBI MCLR +2%** on the amount of license fee and other dues payable remaining outstanding and after the due date and falling in arrears along with applicable rate of GST will be charged. Interest shall accrue till the license fees and other dues are finally deposited by the licensee to BMRCL and realization of receipts. For calculating number of months, for which the amount remained outstanding, a part month will be treated as a month. BMRCL will have the right to invoke this clause simultaneously with Clause–26 of General Terms and Conditions of the License Agreement and BMRCL may accordingly impose a fine/penalty for late payment. In no case payments, even part of the quarterly advance payment, shall be allowed to remain outstanding beyond the running quarter and in contravention of this, License Agreement may be terminated by BMRCL as per the procedure given hereunder:

6.4.13.4 In case of non-payment/part-payment of License Fees and other dues by Licensee by the stipulated due date a **CAUTION NOTICE** shall be issued by BMRCL, duly giving 15 days time to the Licensee to make payments of 100% outstanding dues.

6.4.13.5 In case the 100% payments are not received at BMRCL's end by the stipulated date and time, as given in the caution notice, BMRCL may issue **ONE MONTH's TERMINATION NOTICE** as stipulated in Clause 16.0 under heading "Breach of Contract".

6.4.13.6 No opportunity of any kind will be given in the matter after expiry of termination notice & the contract will stand terminated after the expiry of one Month's Termination Notice. The **TERMINATION ORDER** will be issued to the Licensee duly communicating the date of termination of the contract. Any **representation** or any request shall only be entertained if the Licensee deposits 100% outstanding dues within 15 days of issue of termination notice and a written request in the matter.

6.4.13.7 BMRCL Administration reserves the right for deduction of BMRCL dues from Licensees Interest Free Security Deposit on the following grounds:

a. Any amount imposed as a fine by BMRCL Administration for irregularities committed by the Licensee.

b. Any amount which BMRCL Administration becomes liable to the Government/Third party on behalf of any default of the Licensee or any of his servant/ agent.

c. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.

d. Once the amount under this clause is debited, the Licensee shall reimburse the security deposit to the extent the amount is debited within 15days period failing which it will be treated as breach of agreement and action shall be taken.

6.5 **Failure to comply with agreement: -** If the license fees amount hereby resolved or any part thereof shall at any time be in arrears or remained unpaid after the due date or if the LICENSEE at any time fail or neglect to perform or observe any of the terms and conditions herein contained and on their part to be observed and performed then in that event the BMRCL may without prejudice to his general right of revocation of license by giving 15 days notice in writing to the LICENSEE determine the license, re-enter the premises in question or any part thereof and the LICENSEE shall upon such determination peacefully give up possession of the premises in question, without any right to compensation whatsoever and thereupon this license shall absolutely determine without prejudice to any right to action or remedy of the licensor in respect of any antecedent, breach of terms and conditions and covenants on the part of the LICENSEE. The BMRCL will then forfeit the security deposit and advance license fee / space rent paid.

6.6 **Finishes: -** The premises will be handed over by BMRCL to LICENSEE in "as is where is basis". That the LICENSEE will make the said premises as per requirements. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation and such other Statutory Authorities as applicable at its own cost and expense.

6.7 **Use of Premises-**

6.7.1 The subject site can be used for placement and operation of mobile telecommunication equipment for enhancement of cellular signals and wifi coverage only.

6.7.2 The LICENSEE at his own cost shall take the necessary statutory certificates and approvals. The LICENSEE is not allowed to use the site for retail of products or services.

6.7.3 LICENSEE may, if he so elects, install and operate within the licensed premises telecommunication equipment, for enhancement of cellular signals; such equipment shall be maintained in a neat and sanitary condition and shall comply with all applicable laws and ordinances.

6.7.4 LICENSEE shall earmark a separate area within the premises for the purpose of storage, which has proper systems for extrication of pollutants and waste materials.

6.7.5 LICENSEE shall do proper storage of the packaged products ensuring that there is no contamination or decay of products or raw materials.

6.7.6 LICENSEE shall ensure proper usage of energy sources.

6.7.7 LICENSEE shall ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment to attract commuters and enhance BMRCL's image. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the LICENSEE will be the sole responsibility of the LICENSEE only and BMRCL will have no legal obligations or liability towards the injured. The Licensee shall ensure that pest control measures are implemented in licensed premises.

6.7.8 LICENSEE shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition.

6.7.9 The Licensee agrees voluntarily and unequivocally to provide un-fettered access to the fire officer of BMRCL for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer. Noncompliance may be treated as breach of contract and license will be terminated.

6.7.10 LICENSEE shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the BMRCL electrical inspector/authorized representative must be complied with. Any cost/s associated with implementation of such instruction will be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by BMRCL fire officer, electrical inspector, Security officer or their authorized representatives from time to time.

6.7.11 It shall be ensured by the LICENSEE that the drilling for anchorage bolts are within the core of the column on which the tower/monopole is resting and it should not be on the slabs.

6.7.12 The additional load coming out to 0.1m thick RCC slab may be reduced by having a steel platform.

6.7.13 Proper care should be taken at the time of grouting of bolts to avoid puncture to waterproofing layer during such installation that may lead to severe leakage and detrimental to structure.

6.8 **"As is where is basis": -**That the LICENSEE will be licensed the said premises, equipment's, installations, fittings and fixtures on "as is where is basis" and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of BMRCL in writing and when permitted by the LICENSEE the said additions and alterations shall be carried out by the LICENSEE at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the licensed premises and the same shall vest in BMRCL.

6.9 **Preparation of Premises**: - The LICENSEE must submit Preliminary Plans, Specifications and preliminary schedule as hereinafter defined, to BMRCL within 90 days of issue of LOA. BMRCL will have the right to approve the LICENSEE's preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by BMRCL shall be mandatory. If Licensee fails to submit the plans, the Licensee Fee will commence as per Clause 3 of License Agreement.

As used herein, Preliminary plans and specifications shall mean schematic development documents, which shall consist of:

i. General design notes
ii. Single line floor plan
iii. Electrical location plan
iv. Equipment layout
v. Finish plan

vi. Lighting, air-conditioning and miscellaneous electricity load required
vii. Electrical wiring plan and telecommunication and data wiring.
viii. HVAC (Heating, Ventilation and Air Conditioning) drawing.
ix. Precautions and standards for maintaining hygiene and cleanliness and disposal of solid waste and effluents.
x. Provisions and measures for fire safety and firefighting.

6.10 **Hygiene: -** That the LICENSEE shall ensure that a high standard of hygiene is maintained in and around the site as required by the BMRCL O&M administration/ municipal authorities.

6.11 **Infrastructure Facilities**

6.11.1 BMRCL will attempt to provide the services such as electricity, water, sewage, telephone etc; where committed in writing during the negotiation / tender process subject to availability and technical feasibility. Any delay in provision or supply of the above-referred services shall not be a reason for reduction of license fees or deferring of the same on this account.

6.11.2 **Electricity: - As per terms and conditions given in PROVISION OF ELECTRICITY SECTION,** all costs associated with provision of electricity will be borne solely by the Licensee. The Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated in making provision of electricity.

6.11.3 **Air-conditioning / Refrigeration Load: -** The LICENSEE shall indicate the estimated power/load requirement including air-conditioning/ refrigeration load along with the electricity load distribution plan as part of the preliminary plan submissions. Air-conditioning/refrigeration within the said premises shall be arranged as required by the LICENSEE at his own cost.

6.11.4 **Solid Waste: -** The LICENSEE will have to make arrangements for disposal of solid waste, which will be got removed from the premises on a daily basis to ensure perfect cleanliness. The Licensee will have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided /indicated by BMRCL. **If solid waste is found disposed off on BMRCL land or premises a penalty/fine of Rs. 5000/- will be imposed by BMRCL for each occasion.**

6.11.5 **Telephone:-** BMRCL may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection will be obtained by the licensee from the telephone company at his own cost. BMRCL reserves the right to give such permission.

6.11.6 **Parking: -** The parking facilities provided as part of the Station parking maybe used and all charges, fees and rules will apply as applicable to the general public and the commuters.

6.11.7 **Encroachment: -** The LICENSEE will strictly not encroach up common areas / circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine / compensation @ Rs. 500/- on the first occasion, Rs. 2000/- on the second occasion and Rs. 3000/- on the third occasion will be imposed by BMRCL. Thereafter BMRCL reserves the right to revoke the license and forfeit the interest free security deposit.

6.11.8 **Re-connection Charges: -** The licensee voluntarily agrees to make all payments as may be demanded by the licensor "BMRCL" towards reconnection of utilities including electricity supply which may have been disconnected by the licensor for whatsoever reasons. The licensee undertakes not to seek any claim, compensation, consideration or damages due to such disconnection and reconnection.

6.11.9 **Security Arrangement: -** The LICENSEE will ensure safety and security of the mobile towers/poles and other related equipment's installed at the allotted area. BMRCL in any case will not take any responsibility. However, in the event of any theft/loss of any nature, the licensee will indemnify and keep BMRCL indemnified for any losses on this account.

6.12 **Overall control: -** That the overall control and supervision of the premises shall remain vested with BMRCL who will have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement. BMRCL also reserves the right to enter the licensed premises to repair and replace the fixtures provided by BMRCL. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper precautions as advised by BMRCL will be taken by licensee. The loss due to obstruction so caused on the business of the licensee will not be borne by BMRCL.

6.13 **Services Provided by BMRCL: -** Reasonable security services for the station building, cleaning, trash removal and washing of the station building premises, adequate lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by BMRCL may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, BMRCL shall not be liable to the LICENSEE therefore provided however that BMRCL shall use its best efforts to restore such services as soon as reasonably possible.

6.14 **Maintenance & Repairs: -**

6.14.1 That the LICENSEE shall bear the cost of minor day-to-day repairs and maintenance. All major repairs due to constructional defects shall be the responsibility of BMRCL. If the major repairs or maintenance required to be carried out by BMRCL are not carried out within reasonable time, the LICENSEE will have the right to get the needful done and deduct the cost thereof from the amount payable to BMRCL. In case of any periodic maintenance of pillars planned by BMRCL team licensee shall facilitate the removal of antennas on pillars and support the activity.

6.14.2 Provided however, that the LICENSEE shall be at liberty, without any such consent as aforesaid, to have normal fixtures or fittings and electric appliances, installed in the Licensed Premises. The LICENSEE shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the Demised Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.

6.14.3 The LICENSEE shall pay a quarterly advance maintenance fee as per clause 4.0 sub clause 4.2 **(Sl. No. 1 of the table)** of this agreement. The quarterly advance license fee will be escalated by 7% after completion of each year from the date of charging the license fee / space rent for each site on compounding basis.

6.14.4 The said premises, which have been handed over to the licensee under this agreement, shall be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement, BMRCL reserves the right to seek exemplary damages and indemnification.

6.14.5 In case of issue related to public safety and any related issues thereafter, LICENSEE shall take full responsibility (such as falling of tower/mast/pole, fire etc.).

6.14.6 While installing small cells/ cellular equipments on pillar, if any drainage pipe are found obstructing the installation, the licensee shall shift the drain pipe for smooth flow of drain water and cost for shifting and reinstalling the drain pipe will be borne by licensee. Later the work shall be inspected by CSW BMRCL team and approval will be given to carry out the further work. Any improper restoration reported, charges for rectification/restoration of drain pipes will be levied on licensee.

6.15 **Alterations and Renovations**: - The LICENSEE will be allowed to carry out any alterations or renovations within the said premises but without in any way altering or damaging the main/shell structure of the said premises. **The LICENSEE will need to take prior written approval from BMRCL through a written notice prior to commencement of any alteration works and if necessary BMRCL reserves the right to ask for and review the renovation plan/drawings before providing consent.**

The LICENSEE will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by BMRCL including any extra security costs, which are caused by, or in connection with, the works will also be to the LICENSEE's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by BMRCL.

6.16 **Signage: -** The LICENSEE will have the right to put up signage inside/or outside the premises only at the premises or site entrance. The signage may be illuminated or non-illuminated at the LICENSEE's option, however it will need to confirm to all governmental laws, regulations or ordinance relevant thereto. The LICENSEE will need to obtain a written approval from BMRCL by way of a notice before putting up any form of signage and BMRCL reserves the right of refuse or to suggest an alternation to the same.

The signage shape and location etc. are subject to architectural controls that may be issued by BMRCL.

Signage/s should not contain advertisement/s or any kind of publicity of the licensee or any other organization/firm and should not be used by the Licensee for any commercial purpose.

6.17 **Additional space for Antenna and Other Utility Equipment: -** If any area in addition to the "space" being licensed is required for installing any equipment related to provision of utilities, such as air-conditioning plants, water storage, Antenna etc and other related equipment, BMRCL may provide such space, subject to availability and technical feasibility. If the space is given on the basement or terrace then license fee / space rent of 50% of the main licensee fee / space rent will be taken, calculated on pro rata basis. The Licensee will need to ensure that the equipment does not interfere with the station installations and the Licensee will need to obtain prior written consent from BMRCL for installing the equipment and requesting BMRCL to make available a suitable space/location for the same. BMRCL reserves the right of refusal for installation of the equipment if it is of the opinion that the Licensees equipment will interfere with the station installations. The HDPE pipe & cables (OF Cables, LCX Cables, RF Cables and electrical cables etc) to be used in tunnel and underground station (including the equipment room) shall be manufactured from Fire retardant, Low Smoke, Zero Halogen material and shall meet all the requirements specified by relevant international standards. The Licensee shall submit to the licensor, factory acceptance tests report or type test reports along with certificate from the manufacturer duly endorsed by Licensee before start of installation activities of HDPE Pipe and Cables (OF Cables, LCX Cables and RF Cables etc). The Licensee shall be fully responsible for any deficiency noticed and will take necessary steps at his own risk and cost to replace such HDPE pipe & Cable (OF Cables, LCX Cables and RF Cables etc).

If the additional space sought by Licensee is on terrace/ roof top, a minimum of 5 square meter area shall be allotted to the licensee. If the licensee requires more space than 5 square meter, then the request shall be considered to allot in minimum of 1 sqm area subject to availability.

6.18 **Misuse: -** The licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the licensee carries on any business or uses the said premises for any other purposes the licensee shall deemed to have been misused and BMRCL (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated, shall be that of the licensee only. The Licensee will indemnify and keep BMRCL indemnified for any losses on this account.

6.19 **Compliance with the Law: -** The premises and the fixtures and the appurtenances thereto (except those installed by BMRCL) shall conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The LICENSEE at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. **The LICENSEE shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all**

applicable rules and also regulations of the Karnataka Fire department. The licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the O/o Chief Engineer(S&T)/Property Development Cell, BMRCL. Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of licensee.

6.20 **Assignment and Subletting: -** Any form of assigning the right to the Licensee or sub letting the whole or part thereof of the Licensed Premises, will **strictly not be permitted** at any point during the license period and violation of the same will lead to the revoking of the license, with BMRCL reserving the right to forfeit all interest free security deposits and payments made.

6.21 **Duration of License period: -** The License shall be for a period of 10 (ten) years from the Start of License Fee payment. Based on the first 10 (Ten) years performance, extension may be granted for another period of 2 (Two) years, but only on same terms and conditions of the existing contract. BMRCL reserves the right to not grant such extensions without assigning any reason whatsoever. The licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration in case such extension is not granted. The quarterly license fees / space rents, interest free security deposit will be increased by 7% after completion of each year from the date of commencement of license fee on a compounding basis.

6.22 **Surrender: -** The Licensee shall have the right to terminate the Agreement during the term by giving three (3) months notice in writing of his/her/their intentions. In such a case the interest free security deposit and advance license fees paid till date will stand forfeited in favour of BMRCL. On expiry of the said period the agreement shall stand terminated.

Licensor will have the right to terminate this agreement in case of breach of any of the terms and conditions of this agreement. The interest free security deposit and advance license fee /space rent paid till date will stand forfeited in favor of BMRCL.

6.23 **Taxes and Other Statutory Dues: -** The LICENSEE shall pay all **charges, assessments, water and electricity rates and charges** and any other charges/fees that may be levied, assessed or charged against the said premises. The LICENCEE shall also pay the following charges as applicable:

i Legal documentation charges as pertaining to the License.
ii Stamp duty on each document under Indian Stamp Act 1899.
iii Fees and other charges, as payable to appropriate authorities under law.
iv Any taxes, duties & Cess to statutory authorities. **GST and surcharge/Cess thereon** as applicable from time to time will also be paid by the licensee.
v Appropriate Charges towards insurance of the said premises throughout the license period including third party insurance.
vi All taxes and duties including GST imposed by Central/ State government or local bodies shall be extra and shall be paid by Licensee. Any increase in the rates of statutory levies/local taxes as and when imposed by Government /local bodies including any new tax imposed shall be payable by the Licensee. However, property tax, if any shall be borne by BMRCL.

6.24 **Insurance and Waiver of Liability**: - The LICENSEE will bear the cost, throughout the term of the License Period, for a comprehensive general liability insurance covering injury to or death of any person(s) and any damage to BMRCL property occurring in the said premises, including death or injury and any damage to BMRCL property caused by the sole negligence of the LICENSEE or the LICENSEE"s failure to perform its obligations under the agreement. Upon BMRCL's request, the LICENSEE shall submit to BMRCL, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the licensee agrees and undertakes to indemnify and hold the licensor (BMRCL) harmless against any and all liabilities,

losses, damages, claims, expenses suffered by the licensor as a result of such default by the licensee.

The Licensee shall effect and maintain professional Indemnity Insurance for the amount in Indian Rupees stipulated in Financial Bid document of the works to be carried out by the licensee. This insurance, which shall ensure the Licensee's liability by reason of professional negligence and errors in the design of works, shall be valid during currency of contract.

6.25 **Compliance with other acts: -** The LICENSEE shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel and it is agreed they shall at no point of time be or construed to be employees of BMRCL and the LICENSEE shall be solely responsible for compliance with all Labor laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.

6.26 **Employees conduct: -** The LICENSEE shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying out any unfair activities, demonstrations in the vicinity of the site etc.

6.27 **Defaults by LICENSEE: -** The occurrence of any one or more of the following events shall constitute an event of default by the LICENSEE:

6.27.1. The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure shall continue for a period of 15 working days, after receipt of written notice thereof by BMRCL to the LICENSEE, provided however, that if the nature of the LICENSEE's default is such that it cannot be cured solely by payment of money and that more that 15 working days may be reasonably required for such cure, then the LICENSEE shall not be deemed to be in default if the LICENSEE commences such cure within such 15 day period and thereafter diligently processes such cure to completion;

6.27.2. The filing by or against the LICENSEE of a petition to have the LICENSEE adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy;

6.27.3. The appointment of a trustee or receiver to take possession of substantially all of LICENSEEs assets;

6.27.4. The attachment, execution or other judicial seizure of all of LICENSEEs assets.

6.28 **Other Penalty Clauses: -** Licensor reserves the right to impose the penalty on Licensee up to Rs. 5000/- per offence on the following offences:

6.28.1 Late payment of BMRCL dues including interest accrued due to late payment. The licensee must deposit license fees by the due date. No excuse of non/late receipt of bill/ invoice will be entertained as the payment schedule is clearly mentioned in the contract.

6.28.2 Not following the instructions of the BMRCL Administration Regarding Operation of Developed Property even after 10 days from the date of issue of notice.

6.28.3 Any staff of Licensee found in drunken condition / indulging in bad conduct.

6.28.4 Any staff of the Licensee found without proper uniform and/or found creating nuisance on duty.

6.28.5 Sticking of stickers or hanging of banners or any other form of presentation other than allowed.

6.28.6 Improper maintenance & defacement of the Metro Property.

6.28.7 Dishonor of Drafts & Cheques given by Licensee in favor of BMRCL.

6.28.8 Not following safety and security norms as may be indicated by authorized representative of BMRCL O&M department.

6.28.9 Misbehavior with staff and commuters of BMRCL.

6.28.10 Not following instructions issued by BMRCL from time to time and other violations of the contract agreement.

6.29 **BMRCL's Remedies: -** Upon the occurrence of any event of default under the license agreement by the LICENSEE, then BMRCL in addition to other rights or remedies it may have, shall have the right to terminate/revoke the License agreement upon thirty (30) days of written notice to the LICENSEE and also the right, with or without the termination of license, of re-entry upon and taking possession of the Licensed Premises and BMRCL may remove all persons and property from the licensed premises; such property may be removed and stored in any other place in the station building or in any other reasonably secure place for the account of and at the expense and risk of the LICENSEE. The LICENSEE hereby shall waive all claims for damages which may be caused by the re entry of BMRCL and taking possession of the Licensed Premises or removing or storing the furniture and property as herein provided and shall save BMRCL harmless from any costs or damages occasioned BMRCL thereby, and no such re entry shall be construed to be a forcible entry. BMRCL will continue to reserve the right to enter into a separate license agreement for the said premises without any obligations or rights towards the original LICENSEE.

For resolving various disputes related to energy supply, clauses identical to those included in the POWER SUPPLY COMPANY agreement for such supplies would be included in the License agreement.

6.30 **Conciliation and Arbitration:**

Conciliation & Arbitration shall be carried out as per clause 29 of License Agreement.

6.31 **Jurisdiction of Courts: -** The Court at Bangalore shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

6.32 **Notices: -** That any notice under the terms of this License shall be in writing by registered post / Speed Post /delivered personally and signed by the party or his/its duly authorized representative giving such notice. All activities including day to day management, billing, cancellation/termination/surrender etc. will be carried out from the office of the General Manager, BMRCL or by his duly authorized representative. All Notice shall be addressed as follows:

If to BMRCL at

_____, Bangalore Metro Rail Corporation Limited, 3rd Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore-27

If to LICENSEE at

_____,

as Indicated in Page 1 of agreement

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SECTION VII

APPENDIX & ANNEXURES

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APPENDIX I

BID APPLICATION FORM

(To be printed on the Tenderer's/Lead member's letter head)

To
The Managing Director,
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex, K H Road,
Shanthinagar, Bangalore-560027

Reference: Tender no. 1 S&T-PIL dated _____

Dear Sir,

Subject: Tender For Licensing of Space on Pillars for installation of 5G small cells in Elevated Section Across East-West Line & North-South Line of Phase-I, Reach-5 and Reach-6 of BMRCL Network.

1. We hereby submit our Bid for the above referred tender.

a)	Name of the Bidder or JV/Consortium: Structure of the Tenderer: Name of constituent members of JV/Consortium: Name of the Leader, in case of JV/Consortium	Individual/JV/Consortium	
b)	Name and Designation of Authorized signatory		
c)	Registered Office Address of bidder		
d)	Address, Phone numbers, Fax No. and e-mail of Authorized signatory		
e)	**Checklist of documents submitted:**		
	(i)	Copy of the Certificate of Registration under Companies Act and copy of Memorandum of Association and Articles of Association. In case of Partnership firm the copy of registered partnership deed. In case of other entities or body corporate, suitable document detailing the constitution and role of members thereof.	Yes / No At page no .
	(ii)	Audited balance sheets for the preceding 3 financial years 2021-22, 2022-23 & 2023-24) as per clause 2.5.2 of ITT, section II (for each member in case of joint venture/consortium)	Yes / No At page no.
	(iii)	Bankers Certificate as per clause 2.5.2 (d) of ITT, section II.	Yes / No At page no.
	(iv)	In case bidder is participating as a joint venture/consortium, then copy of Consortium agreement, with Power of Attorney, Board Resolution.	Yes / No/NA At page no.
	(v)	Possession of valid registration certificate of Infrastructure Provider (IP) / Unified License from DoT, Govt. of India	Yes / No At page no.

	(vi) Experience certificate(s) as per clause 2.5.3 of ITT, section II.	Yes / No At page no.
f)	Copy of GST registration (if avaiable)	Yes / No
g)	Copy of PAN/TAN (of each member in case of consortium)	Yes/No At page no.
h)	Proof of residence / Company Affidavit (as per annexure-I)	
i)	Undertaking of responsibility as per Annexure-V	Yes/No At page no.
j)	Power of Attorney in favour of the person signing the bids.	Yes / No /NA At page no.
k)	Signed copy of Tender Document (all pages should be signed)	Yes / No At page no.
l)	Undertaking as per Annexure-IX	Yes / No At page no.

2. *I/We have perused the terms and conditions governing the tender for letting out space on license basis on these locations mentioned in the subject above and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our earnest money. I/We have submitted all documents related to our technical qualifications.*

3. *I/We have perused the details of area which is as follows:*
TENDER FOR LICENSING OF SPACE ON PILLARS FOR INSTALLATION OF 5G SMALL CELLS IN ELEVATED SECTION ACROSS EAST-WEST LINE & NORTH-SOUTH LINE OF PHASE-I, REACH-5 AND REACH-6 OF BMRCL NETWORK as mentioned in Clause 2.3 of ITT – Station wise site details.

4. *I/We undertake to give full compliance to Technical Parameters of DoT, TRAI and other statuary authorities.*

5. ***I/we shall submit structure stability and design certificates of 5G small cells. including its fixing arrangements for BMRCL's approval within 30 days of the issuance of Letter of Acceptance for allotted pillars as mentioned under Clause 2.3 of ITT*** *(Piece meal submissions will not be accepted. BMRCL reserves the sole right to reject any of the said submissions without assigning any reasons whatsoever).* ***I/we*** *agree to comply with the directives of BMRCL regarding structure stability and designs as may be specified by BMRCL. I/We am/are required to ensure that all clearances, approvals etc for all submissions are taken within this period.*

6. ***Commencement of Licensee fee;***
Refer Clause 3.0, Appendix-II of Section VII of the Bid document.

7. I/We shall pay the annual license fee/space rent and other dues quoted for all allotted locations/pillars through bid process as quoted by us in APPENDIX-III, even if the whole quantity is not fully utilized subject to clause 6 above. The cost of construction/fabrication and installation of the 5G small cells etc. will be borne solely by us/me. I/We will also do the maintenance of all 5G small cells etc. so fabricated and installed by me/us. I/We shall also maintain free of any encroachments as per directives of BMRCL and keep the space neat and clean as per the requirements/ directives of BMRCL. I/we understand that all electrical installations including wiring, meters etc. will also become the sole property of BMRCL at the end of the license period or upon premature termination of agreement.

8. I/we shall submit the interest free security deposit as requested within 30 days of the issue of LOA and the first advance quarterly license fees / space rent including all other charges and take possession of the licensed premises, within 30 days of issue of LOA.

9. I/we confirm that I/we have read and understood the rules and regulations regarding the bidding process for licensing of the site, inspected the conditions of physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to execute the project as per the terms and conditions contained herein in this bid document.

10. I/we require approximately _____KVA of electricity load at each station/site to operate the 5G small cells. I/We also confirm our understanding that provision of the requested electricity load is subject to availability and technical feasibility. Priority will be for station utilities and services. I/We voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration, whatsoever on account of non-provision of the required electricity load.

11. I/We agree to complete all the installation works in tunnels (laying of leaky cables etc.) within 120 days from approval of design documents by BMRCL.

12. Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by me/us.

13. All taxes, duties, cess shall be applicable as per clause 6.23 of 'Terms and Conditions of Contract' (Section-VI) and 'Instructions for completing the Financial Bid' (Appendix-III of Section-VII)".

14. I/We agree voluntarily and unequivocally not to seek any compensation, damages, claims or any other consideration from BMRCL if installation of 5G small cells etc. on any locations/pillars as mentioned in **Clause 2.3 of ITT** are not permitted due to court order/judgment/locallaws/civil authorities. The cost of construction of 5G small cells etc. and their continued maintenance will be borne solely by us.

15. I/We agree to make all payments/deposits related to provision of electricity and consumption thereof.

16. I / We will not tap or draw electricity from any unauthorized source within BMRCL's jurisdiction.

17. I/We enclose a proof of payment towards Earnest Money /Bid Security in accordance with ITT clause 2.7.2.

18. I/We have downloaded the complete Bid document including Corrigenda/ Addenda/ 'Employer's clarifications on pre-bid queries' from eProcurement Portal.

19. I/We have enclosed bids as per stipulated procedure and have not disclosed the prices/rates in other than the financial bid packet.

20. I/We agree to abide by all the conditions mentioned in the Bid (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

21. DECLARATION:
I/We have understood the contents of this Bid Document and the information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from.

SIGNATURE OF BIDDER WITH SEAL

Date:
Place:
Details of Enclosures:

APPENDIX-II

INDICATIVE DRAFT LICENSE AGREEMENT

(License Agreement No. BMRCL/1S&T-PIL/2023-24/_____)

THIS AGREEMENT entered into at Bangalore on this the _____ **day of** _____ , between

Bangalore Metro Rail Corporation Limited (BMRCL) incorporated under the companies act, 1956 having its registered office at 3rd floor, BMTC Complex, K H Road, Bangalore-560027, hereinafter referred to as the **"Licensor"** (which expression shall unless repugnant to the context mean and include its successors and assigns) of the **First Party**

AND

M/s _____**(to include all members in case of JV/Consortium)**, a Company incorporated under the provisions of Companies Act,1956 and having its Registered office at _____ _____ hereinafter referred to as the **"Licensee"** (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second Party**

WHEREAS

a) BMRCL with a view to part finance and operate its project has invited Bid Application Form (BAF) for licensing to operate a non commercial space for placement and Operation of telecommunication equipment for mobile signal enhancement and Wifi coverage only, on sharing basis with their associate companies at the Metro pillars listed in **Clause 2.3 of ITT**, hereinafter referred to as 'Premises'.

b) The offer submitted by the consortium/Joint venture being acceptable to BMRCL.

c) BMRCL has agreed to provide the LICENSEE a portion of its premises measuring in approx _____ **no of pillars listed in Clause 2.3 of ITT,** on the terms and conditions hereunder contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.0 **Words and Expression**

In this License Agreement, all the words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract herein after referred to.

1.1 The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:

i) MOU between second and third parties / Joint venture Agreement.
ii) Letter of acceptance
iii) Terms and conditions of the tender
iv) Bid Application form

In case of any contradictions or inconsistencies between this License Agreement and any of the documents listed hereinabove, the provisions of this Agreement shall prevail and the document(s) shall be construed and interpreted accordingly.

2.0 BMRCL hereby agrees to provide a portion of its pillars counting in total to approx. **---------nos** only at the places provided for these services in Metro Lines listed in **Clause 2.3 of ITT**, in addition, about " ------" no. of. Pillars, if required, hereinafter referred to as "the said premises" solely for the purpose of carrying out the business of **operation of mobile telecommunication equipment for enhancement of cellular signals on sharing basis with their associate companies hereto referred to as "the said business"**.

The actual area will be measured and minor variation may occur. However, the payment of license fee / space rent will be adjusted on pro rata basis as per the actual area allotted. Interest free security deposit will not be readjusted as per variation in area handed over.
The total number of pillars mentioned in **Clause 2.3 of ITT** may increase or decrease with a variation of up to 25 percent subject to availability and feasibility /clearance from BMRCL. The payment of license fees against aforesaid pillars will be charged on pro rata basis as per the actual area allotted. Interest free security deposit will also be readjusted as per variation.

2.1 **Additional space for Antenna and Other Utility Equipment: -** If any area in addition to the "space" being licensed is required for installing any equipment related to provision of utilities, such as air-conditioning plants, water storage, Antenna etc and other related equipment, BMRCL may provide such space, subject to availability and technical feasibility. If the space is given on the basement or terrace then license fee / space rent of 50% of the main licensee fee / space rent will be taken, calculated on pro rata basis. The Licensee will need to ensure that the equipment does not interfere with the station installations and the Licensee will need to obtain prior written consent from BMRCL for installing the equipment and requesting BMRCL to make available a suitable space/location for the same. BMRCL reserves the right of refusal for installation of the equipment if it is of the opinion that the Licensees equipment will interfere with the station installations. The HDPE pipe & cables (OF Cables, LCX Cables, RF Cables and electrical cables etc) to be used in tunnel and underground station (including the equipment room) shall be manufactured from Fire retardant, low smoke, zero Halogen material and shall meet all the requirements specified by relevant international standards. The licensee shall submit to the licensor, factory acceptance tests report or type test reports along with certificate from the manufacturer duly endorsed by Licensee before start of installation activities of HDPE Pipe and Cables (OF Cables, LCX Cables and RF Cables etc). The licensee shall be fully responsible for any deficiency noticed and will take necessary steps at his own risk and cost to replace such HDPE pipe & Cable (OF Cables, LCX Cables and RF Cables etc).

2.2 **Requirement of Additional Pillars for Small cell installation**: If licensee requires additional pillars beyond 50 numbers in the specified sections mentioned under clause 2.3 Table 3 of Section III- ITT of this tender, Licensee can occupy the additional pillar to prior approval of BMRCL subject to availability and technical feasibility. Licensee fee shall be as per charges mentioned under clause 4.2 Table A (Rental charges as space on pillar) of License Agreement.

3.0 The pillars shall exclusively belong to the BMRCL, without creating any right, title or interest of whatsoever nature in the said premises in favour of the LICENSEE. This License Agreement shall commence –

(i) **Case-1:** In the first lot, Licensee is expected to submit the plan for at least two pillars for each section. If all plans & other details are submitted for the first lot within 15 days of issue of LOA, then license fee will commence 90 days from the approval (in part/full) of such plans & details by BMRCL. License fee shall be charged only for the pillars that are taken over by the Licensee.

(ii) **Case-2:** In the first lot, Licensee is expected to submit the plan for at least two pillars for each section. If all plans & other details are not submitted for the first lot within 15 days of issue of LOA, then license fee will commence 90 days from the first approval (in part/full) of such submissions by BMRCL. License fee shall be charged only for the pillars that are taken over by the Licensee.

(iii) **Case-3:** If Licensee fails in submitting plans & other details within 730 days of issue of LOA, then license fee will commence on 731st day counted from the date of issue of LOA, for minimum of 50 Pillars.

(iv) **Case-4**: In case of some sections like Reach-5 and Reach-6, which are not yet operational on the date of issue of LOA, the license fee will commence from the Revenue Operation Date (ROD) of metro train in those stations or 90 days from the date of site access given by BMRCL.

whichever is later. In case, the Bidder energizes his equipment before the ROD (with the permission of BMRCL), the license fee shall start from the date of energization of equipment and shall continue for a period of Ten (10) years from the date of commencement of license fees unless otherwise terminated as provided in Termination clause.

4.0 That the "LICENSEE" hereby convents as follows;

4.1 I/We hereby offer to take up on license basis spaces as specified in clause 2.0 above and operate a mobile telecommunication equipment facility for cellular signal enhancement and Wifi coverage thereon as per terms of this agreement.

4.2 I/We shall pay to BMRCL on quarterly basis all payments requested as per details and rates indicated in the table below:

Table A-Rental Charges for Space on Pillar for Small Cell		
S.No.	**Item**	**Rates**
1.	Space Rent for Pillar	As per rates quoted in Appendix III.
2.	Space Rent for IBS Room Space	Rs. 12,240/- Per Sqm Per Month plus Maintenance charges of Rs. 4,320/- Per Station Per Month (will be revised periodically)
3.	Space rent for roof top	Rs. 6,120/- Per Sqm Per Month plus Maintenance charges of Rs. 4,320/- Per Station Per Month (will be revised periodically)
4.	Electrical Installation Charges including substation lease rent	Rs..... KVA/Month/Station as per the prevailing policy of BESCoM.
5.	Usage charges of power	As per BESCOM HT commercial tariff and associated deposits and charges as applicable from time to time on back to back basis.
6.	Refundable consumption deposit	As per BESCoM policy applicable from time to time.
7.	Backup power	If opted for, subject to availability. Usage on actual charges will be extra as worked out by BMRCL.
8.	Refundable interest free security deposit	6 months license fee in the form of DD/PO/Bank Guarantee/ Electronic Bank Guarantee (eBG).

Note :

1. *As per Table A above, Sl.No. 2, 3 & 4 will be charged, when licensee uses/occupy the cable tray and space in station.*
2. *The amount payable on items specified in Table A are bundle of services provided by BMRCL to the licensee and these services are in the nature of composite supply and liable for output GST on the all the services at applicable rate for composite supply.*

Taxes and other statutory dues: The Licensee shall pay all charges, assessments, water and electricity consumption charges and any other charges/fees that may be levied, assessed or charged against the said premises in accordance to clause 6.23 of Terms and Conditions of Contract, Section VI of the Tender document.

4.2.1 List of Pillars is attached as **Clause 2.3 of ITT.**

4.2.2 If space provided for equipment is Air-conditioned, cost of Air-conditioning will also be part of monthly/Lumpsum rentals. If Air-condition is not provided by BMRCL and licensee needs Air-conditioning on said space, licensee will install Air-Condition on its own cost as per the BMRCL specifications with prior approval.

4.2.3 The licensee will at their own risk and cost prepare the cable trays and clamps etc where such provision is not available. No claim or compensation on this account will be entertained by the licensor.

4.2.4 There shall be seamless mobile connectivity while moving from elevated section through tunnel section and vice versa.

4.3 The quarterly license fees / space rents, interest free security deposit will be increased by **7% after completion of each year** from the date of commencement of license fee on a compounding basis.

5.0 That the LICENSEE shall pay to BMRCL a refundable interest free security deposit equivalent to six months License fees / space rents of Rs. _____ /- (Rupees _____only) for Pillars/space licensed within 30 (thirty) days from the date of issue of LOA. The Earnest Money Deposit of the successful Bidder of Rs.--------/-(Rupees ---------- only) paid along with the Bid Application form will be adjusted to make up this amount. The refundable interest free security deposit will be returned only on completion of the full term of license, i.e. 10 (ten) years. The interest free security deposit will be increased by 7% on completion of each year of License on compounding basis. The interest free Security Deposit shall be accepted in the form of DD/PO/ Bank Guarantee/ Electronic Bank Guarantee (eBG) (Format of BG as per Annexure–VIII). The Bank Guarantee shall be issued by an Indian Scheduled Bank (excluding co-operative Banks) or from a scheduled Foreign Bank as defined in section 2(e) of RBI Act – 1934 read with second schedule drawn on and payable and extendable at a designated branch in Bangalore.. The interest free Security Deposit will be refunded by BMRCL only on satisfactory completion of the full agreement/contract period taking into consideration that all BMRCL dues are cleared.

6.0 That the LICENSEE will at his own expense and cost employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said products and services in the said premises.

7.0 That the LICENSEE shall appoint a Manager/ Supervisor whose scope of services shall be as follows;

7.1 Supervise the operations in the said premises and ensure seamless mobile connectivity through tunnel & elevated sections.

7.2 They shall be responsible for cleanliness and hygiene in the said Premises and to ensure that the services are conducted in a clean, proper and efficient manner.

7.3 Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.

7.4 Ensure that fire detection and suppression measures wherever installed inside his premises and kept in good working condition. The Fire Office/authorized personnel of the licensor will have unfettered access to the said premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the licensor will be borne solely by the licensee.

7.5 Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The licensee should also ensure that all notified statutory provisions and standards are observed in this regard.

7.6 Ensure that equipment installed does not interfere with the sensitive electronic equipment installed inside the station and tunnel by BMRCL including TETRA based train radio system. If any interference is noticed, then the licensee will take all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of two working days authorizes the licensor to take all necessary steps to prevent this interference at the risk and cost of the licensee. In addition a penalty of Rs. 5000/- for each occasion of interference may be imposed by the licensor. Test reports and any other supportive documentation as may be required/ requested by BMRCL, will have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of BMRCL to this effect.

8.0 The Licensee also agrees to utilize the telecommunication infrastructure of BMRCL on commercial terms where ever technically feasible first, before considering alternate facilities. The licensee shall use the premises only for the purpose for which it has been licensed, namely "operation of mobile telecommunication equipment for enhancement of cellular signals". The licensor reserves the right to penalize the licensee up to Rs. 5000/-for every occasion, where there has been misuse of the premise or the use of telecommunication equipment diverted to other commercial purpose within the BMRCL system.

9.0 The licensee shall for the purpose of setting up will interface with the Metro contractor of BMRCL. In

case of any damage to BMRCL property during installation, for actual costs whatsoever for restoration to its original position will be recovered from the licensee and same will not be challenged by the licensee in whatever manner.

10.0 That the LICENSEE hereby indemnifies BMRCL against any loss, damage or liabilities arising as a result of any act of omission or commission on LICENSEE part or on part of LICENSEE personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

11.0 That the LICENSEE hereby agrees that BMRCL shall have no responsibility as regards LICENSEE employees and the employees shall be the employees of LICENSEE only and shall not be construed under any circumstances as employees of BMRCL. LICENSEE hereby indemnifies BMRCL against the claims made by LICENSEE's employees against BMRCL.

12.0 That LICENSEE hereby undertakes to discharges all statutory obligations and liabilities in connection with employment of its personnel in the said premises. LICENSEE hereby indemnifies BMRCL against any liability arising in connections with the employment of its personnel in the said premises by LICENSEE.

13.0 That no tenancy/sub-tenancy is being created by BMRCL in favor of LICENSEE under or in pursuance of this Agreement and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:

13.1 That the LICENSEE shall not have or claim any interest in the said premises as tenant/sub- tenant or otherwise;

13.2 That no night as a tenant/sub-tenant or otherwise is purported is intended to be created or transferred by BMRCL in favor of LICENSEE in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and

13.3 That the rights, which LICENSEE shall have in relation to the said premises, are only those set out in this agreement.

14.0 The relationship between BMRCL and LICENSEE under and or in pursuance of this license Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and / or make any commitment on behalf of and / or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between BMRCL on the one hand and LICENSEE on the other hand in connection with and / or relating business to be operated by LICENSEE at the said premises.

15.0 LICENSEE shall deliver to BMRCL peaceful vacant physical possession of the Licensed Premises at the end of the term of the tenancy in accordance with this Agreement, in the good condition except for reasonable wear and tear and acts of God and nature, within thirty (30) days after completion of tenure. Please note that license fee/space rent and other applicable dues will be charged for this period.

16.0 **Breach of Contract:** If any breach is committed by the LICENSEE in payment of the fee stipulated herein or in the due performance or observance of the provisions of this Agreement, the licensor BMRCL shall be at liberty to terminate thereafter this license by giving the LICENSEE thirty days notice in writing and upon the expiry of the period of such notice, this agreement is liable to be terminated, and there upon the LICENSEE shall hand over to BMRCL or its authorized agent vacant possession of the said Demised Premises.

Consequent upon such termination of agreement, BMRCL will also forfeit the (interest free) security deposit and advance license fees / space rents paid till date. The vacant possession will be handed over to the station controller / authorized personnel of the licensor.

16.1 That the said premise which has been handed over to the licensee under this Agreement will be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement, BMRCL reserves the right to seek exemplary damages and indemnification from the Licensee.

16.2 That the licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and BMRCL shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.

17.0 That if the LICENSEE fails to vacate the property within a grace period of 30 days of termination / surrender/ natural completion of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay a fee @ Rs.50/- per Sq.Ft. per day for any

period of occupation beyond that date along with the license fees due on expiry of grace period.

18.0 BMRCL covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the LICENSEE's possession of the Licensed Premises, LICENSEE's use of the premises, or the rights granted to the LICENSEE hereunder:

18.1 BMRCL covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the LICENSEE keeps and substantially performs each and every term, provision and condition contained in the agreement, the LICENSEE shall peacefully and quietly enjoy the premises without hindrance or disturbance by BMRCL or by any other person claiming by, through or under BMRCL.

18.2 That on the LICENSEE paying the fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the said term without any interruptions by the BMRCL or by any person or persons claiming through under or in trust for him.

18.3 That the overall control and supervision of the premises shall remain vested with BMRCL who will have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement. BMRCL also reserves the right to enter the licensed premises to repair and replace the fixtures provided by BMRCL. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by BMRCL will be done by licensee.

18.4 **On operational ground**,the LICENSOR may ask the licensee to shift its equipments/tower/poles/small cells to some other alternative location within the same station. The Licensee is also bound to shift their equipments/tower/poles to the alternative location within the given time period on his own expenses. The licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason. However, in case the new allotted space is not technically suitable for the licensee, the licensee shall have the option to surrender the space in that particular station without any penalty subject to fulfillment of desired Mobile/Wifi coverage requirements.

19.0 **Termination / Surrender**

19.1 If the LICENSEE is desirous of terminating or surrendering the license hereby created before the expiry of the period of the license, it shall give to BMRCL, three months notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. BMRCL shall refund any amounts due, if any, after recovery/adjustment of any amount/s due to it, except for the advance license fees/space rents paid till date and the refundable interest free security deposit which would stand forfeited in favour of the Licensor (BMRCL).

19.2 Upon termination of this Agreement by licensor for any reason whatsoever:

19.2.1 LICENSEE will forthwith vacate the said premises and remove its furniture, fixtures, equipment as well as its personnel from the said premises without causing any damage to the property of BMRCL.

19.2.2 BMRCL shall repay amounts owing to the LICENSEE if any, after deducting all dues including usage charges such electricity charges etc; **except the advance license fees / space rents paid and refundable interest free security deposit which would stand forfeited in favor of the Licensor.**

19.2.3 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

19.2.4 Consequent to issue of termination letter, after approval of competent authority, the said premises will becomes free of all encumbrances for re-marketing.

19.2.5 The period of license is Ten years. After completion of the tenure of the license/pre-mature termination/surrender, the licensee voluntarily agrees to remove all his belongings/equipment installed by licensee on the premises within 30 days from the completion of tenure of the license/pre-mature termination/surrender. If the LICENSEE fails to vacate the property within a grace period of 30 days of termination / surrender / natural completion of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay a fee @ Rs.50/- per Sq.Ft. per day for any period of occupation beyond that date along with the license fees due on expiry of 30 days grace period. The license fee is payable upto the date of vacation of licensed

premises.

20.0 **Force Majeure: -**Neither BMRCL nor the LICENSEE shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure as under:- Any of the following events resulting in material adverse effect shall constitute a Force Majeure Event:

20.1 Earthquake, Flood, inundation, landslide;

20.2 Storm, tempest, hurricane, cyclone, or other extreme atmospheric disturbances;

20.3 Fire caused by reasons not attributable to the Concessionaire;

20.4 Acts of terrorism; and

20.5 War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or civil war;

20.6 Strikes or boycotts, other than those involving the concessionaire, its contractors or their employees, agents etc.; and

20.7 Any other similar things beyond the control of the Party except Court or similar bodies' Judgments/instructions.

Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the other party may be entitled to, though not being obliged to terminate this agreement.

21.0 That the Agreement provided herein shall terminate at the end of the period agreed to herein i.e., Ten (10) years from the date start of License Fee, except that the agreement may also be terminated earlier in accordance with the terms of this agreement.

22.0 For resolving various issues related to energy supply, the clauses identical to those included in the relevant POWER SUPPLY COMPANY agreement for such supplies is deemed to be part of this agreement.

23.0 That the licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and BMRCL shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.

24.0 The Licensee agrees voluntarily and unequivocally to make all payments as maybe due on the due date, without waiting for any formal invoice from the licensor. The licensee also voluntarily agrees to collect the invoices from the office of the authorized representative of the licensor (BMRCL) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues and may be treated as a breach of agreement.

25.0 In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/restoring of power supply to the licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of BMRCL or such causes where the supply of BMRCL is affected by a cause or causes over which BMRCL has no control, BMRCL shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

26.0 In case of nonpayment of license fees and other dues, the licensee voluntarily agrees to permit the licensor "BMRCL" to disconnect all utility services including electric supply to the licensed premises and also seal the premises. The licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

27.0 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.

That the LICENSOR on behalf of BMRCL and LICENSEE represent and warrant that they are empowered, authorised and able to make this agreement.

IN WITNESS whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

28.0 **Integration**

The Licensor and Licensee agree that this License Agreement, together with the other Contract Documents referred to herein, expresses all of the agreements, understandings, promises and covenants of the parties, and integrates, combines and supersedes all prior and contemporaneous negotiations or alteration of the same shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this License Agreement, except as may otherwise be specifically provided in the Contract Documents referred to herein.

29.0 **Dispute Resolution**

29.1 **No legal action till Dispute Settlement Procedure is Exhausted**

Any and all Disputes shall be settled in accordance with this provisions. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in this clause shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

29.2 **Notice of Dispute**

For the purpose of Sub-clause 29.3, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the Contract completion date.

29.3 **Two Stages for Dispute Resolution**

Disputes shall be settled through two stages:

a. Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
b. Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause.

29.4 **Conciliation**

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

29.5 **Conciliation Procedure**

The Employer shall maintain a panel of Conciliators with requisite qualifications and professional experience who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996", of India & amended by the 'Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof".

In the event of the Contractor not choosing the Conciliator from the panel furnished by the Employer, within a period of 30 days, the Employer is at liberty to choose and nominate a Conciliator from the same panel and communicate to the Contractor which will be final and binding on the Contractor.

The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the Parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement agreement.

When the Parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the Parties.

As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The Parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

29.6 **Termination of Conciliation Proceedings**

The conciliation proceedings shall be terminated:

a. by the signing of the settlement agreement by the Parties on the date of agreement; or
b. by written declaration of the Conciliator, after consultation with the Parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
c. by a written declaration of the Parties to the Conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
d. by a written declaration of a Party to the other Party and the Conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the Conciliator shall fix the costs of the conciliation and give written notice thereof to the Parties. The costs shall be borne equally by the Parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a Party shall be borne by that Party.

29.7 **Arbitration**

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of or touching or relating to construction/manufacture, measuring operation or

c. Only such dispute(s) or difference(s) in respect of which could not be settled through Conciliation, together with counter claims or set off, given by the Employer, shall be referred to arbitration. Other matter shall not be included in the reference.
d. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Employer.
e. The dispute so referred to arbitration shall be settled in accordance with the Arbitration & Conciliation Act, 1996 as amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

29.7.1 Further, it is agreed between the parties as under:

Number of Arbitrators: The arbitral tribunal shall consist of

i. Sole Arbitrator in cases where total value of all claims in question added together does not exceed Rs. 2.00 crores;
ii. Three (3) arbitrators in all other cases.

29.7.2 Procedure for Appointment of Arbitrators:

The arbitrators shall be appointed as per following procedure:

i. In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by Employer, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of the request of the Employer then Employer shall appoint any one Arbitrator from the said panel of 03 Arbitrator, as Sole Arbitrator.
ii. In case of 3 Arbitrators:
   a. Within 60 days from the day when a written and valid demand for Arbitration is received by Employer, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any one name out of the said panel, to be appointed as one of the Arbitrator within 30 days of dispatch of the request by the Employer.
   b. Employer will decide the second Arbitrator. Employer shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Contractor, within the 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of dispatch of the request of the Employer, then Employer shall nominate both the Arbitrators from the said panel.
   c. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrator provided to Contractor or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of two appointed Arbitrators to reach upon consensus within period of thirty days from the date of their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Employer, from above Panel.
   d. If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the Employer fails to act without undue delay, the Employer shall appoint new Arbitrator/ Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
   e. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualification of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

29.7.3 **Qualification and Experience of Arbitrators** (to be appointed as per sub clause 29.7.2 above):

The Arbitrators to be appointed shall have minimum qualification and experience as under:
Arbitrator shall be;
A Working / Retired Officer (not below E-8 grade in a PSU with which BMRCL has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or A Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Account Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from date of appointment as Arbitrator (retired not below E-8 grade in BMRCL or a PSU with which BMRCL has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of

Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be a member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

29.7.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by tribunal having due regard to the delay in making it.

29.7.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence adduced or arguments put forth before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in proceedings before such arbitrators to the evidence nor that arguments previously put forth during settlement through Conciliation proceedings.

29.7.6 It is agreed by both the Parties that in cases where Arbitral Tribunal is consist of a Sole Arbitrator their disputes shall be resolved by the fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

29.7.7 If the contractor/s does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the Contractor(s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

29.7.8 Arbitration proceedings shall be held at Bangalore, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

29.7.9 The Arbitral Tribunal should record day to day proceeding. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum awarded or claims rejected and detailed reasons upon which it is based. A model time schedule for conduct of Arbitration proceedings in a period of 180 days/ 365 days will be made available to Arbitral Tribunal for their guidance. Both the parties should endeavour to adhere to time schedule for early finalization of award.

29.7.10 The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of Presiding Arbitrator shall prevail.

29.7.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other mathematical error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.

29.7.12 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

30.0 **Jurisdiction of Courts: -**
The Court at Bangalore shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

31.0 **Governing Law**
This Agreement is construed and enforceable under the applicable laws of the Republic of India.

32.0 **Language**
This License Agreement and the other Contract Documents are made in the English Language.

33.0 **Notices**

All Notices called by the terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other addresses as such party may subsequently notify to the other.

If to BMRCL at

_____,
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex, K.H. Road,
Shanthinagar, Bangalore-27

If to LICENSEE at

_____,
as Indicated in Page 1 of agreement

DATE **DATE**

Shri ----------
FOR AND ON BEHALF OF BANGALORE
METRO RAIL CORPORATION LIMITED

Shri ----------

FOR AND ON BEHALF OF

_____

IN WITNESS WHEREOF the LICENSEE and the BMRCL have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses.

---------- ----------

BMRCL Licensee

Note: *This is an indicative License Agreement which may be modified as considered necessary at the time of finalization/signing of the Agreement.*

APPENDIX III

FINANCIAL BID

Item description	Quantity	Unit	Unit Rate (INR)	Total amount
(a)	*(b)*	*(c)*	*(d)*	*(e) = (b) x (d)*
License fee for allocating space on Pillars for installation of 5G small cells in Elevated Section across East-West Line, North-South Line of Phase-1, Reach-5 and Reach-6 of BMRCL Network. (Tenderer is required to occupy minimum 50 pillars. However, unit rate is to be quoted for '1 pillar per month').	50	Per pillar per month	*(Unit Rate to be quoted by the Tenderer in eProcurement portal)*	*(Total amount to be arrived in eProcurement portal)*

INSTRUCTIONS FOR COMPLETING THE FINANCIAL BID

1. **The Tenderer shall fill in and complete the 'Financial Bid' online through Karnataka Public Procurement Portal (eProcurement portal) only and no hardcopy of commercials should be attached or disclosed elsewhere.**
2. The rate quoted in the Pricing Bid Form (Financial Bid) shall be applicable for all the pillars. The Successful Tenderer shall pay to BMRCL a monthly License fee as per quoted rate, for operating at the Licensed Premises for a period of ten (10) years from the commencement of License Fee. The License Fee and interest free security deposit will be escalated by 7% each year, on a compounding basis. GST shall be extra as applicable as per law.
3. The price quoted in the eProcurement portal shall be excluding all Taxes & duties and the same shall be considered for evaluation purpose.
4. Tenderer shall quote License fee for per pillar/month. The successful highest evaluated tenderer (H1) shall has to compulsorily occupy 50 pillars from pillar listed in clause no. 2.3 of ITT. Further, if the licensee/successful tenderer wishes to occupy more pillars, then they shall pay for additional number of Pillars occupied based on the price quoted for space per Pillar/month.
5. The final License fee / space rent will be worked out on the basis of no. of pillars handed over as per actual measurement. The adjustment, if any, in payment will be made in subsequent monthly license fee / space rent, on pro-rata basis.
   a) The first Advance Quarterly License fee / space rent, the interest free security deposit and other dues etc. will have to be paid within 30 days w.e.f. the date of issue of the Letter of Acceptance.
   b) The License agreement will have to be signed within 45 days from the date of issue of Letter of Acceptance, as per clause 6.1 of 'Terms and Conditions of Contract' (Section-VI).
   c) The Licensee will submit as one lot, structure stability and design certificates of 5G small cells etc. including its fixing arrangements for BMRCL's approval within 30 days of the issuance of Letter of Acceptance for allotted pillars as mentioned under Clause 2.3 of ITT.
6. The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.
7. The whole cost of complying with the provisions of the contract shall be deemed to have been included in the quoted rates.
8. All taxes and duties including GST imposed by Central/ State government or local bodies shall be extra and shall be paid by Licensee. Any increase in the rates of statutory levies/local taxes as and when imposed by Government /local bodies including any new tax imposed shall be payable by the Licensee. However, property tax, if any shall be borne by BMRCL.

Signature of the Bidder

APPENDIX IV

Provision of Electricity

General Terms and conditions for provision of Electricity in Elevated Section.

a) For **Pillars:** If feasibility exists, BMRCL may facilitate the provision of power supply at pillars.

b) The power supply will be extended by licensee from BMRCL's distribution boards which are located in station premises. The length of cable etc., to be provided by the licensee from distribution board (to be nominated by BMRCL) shall depend upon location of his shop/stall/kiosk.

c) Licensee will have to take power supply from BMRCL's Distribution Board to the licensed premises at his cost by carrying out G.I. conduit wiring cabling. Licensee shall use FRLS copper cable in elevated section and LSZH copper cable in Underground section, which will be taken inside a GI rigid conduit pipe. The GI rigid conduit pipe shall be suitably clamped and earthed as per BMRCL"s requirement.

d) Licensee will also do wiring within his shop/stall/kiosk by using GI conduit or fire resistance PVC casing/capping. The licensee shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per BMRCL's approval).

e) Licensee will have to provide a low voltage switch-board with MCBs & ELCB's of required capacity with an Electronic Meter having provision of MDI, TOD, etc. of required capacity at his cost. The energy meter shall be sealed by BMRCL and not to be tempered by Licensee in any circumstances.

f) Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement.

g) BMRCL shall not be providing any standby power supply from station dg set or UPS.

h) Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be permitted to use standby UPS/Invertor system with maintenance free battery. The load of such standby UPS/Invertor system will also be taken as a part of total connected load.

i) The total demand load & total connected load shall be treated as same; licensee will have to pay applicable demand charges as per the total connected load only.

j) Licensee shall use Energy efficient lighting & shall provide proper lighting fixtures, lamps, electronic ballast etc. licensee shall provide uniform & good illumination level not less than 100 lux in any case.

k) Licensee shall use reputed Brand/ make of electrical wiring and switch gear items. The entire work shall be carried by the Electrical Contractor/Agency at licensee's cost. BMRCL's representative may inspect and supervise the work.

l) Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the BMRCL's Distribution board or to any other place as directed by the BMRCL.

m) Licensee will not be allowed to provide room heating appliance of any kind.

n) The Energy consumed shall be charged based on Energy Meter Reading (KVAH) which shall be taken once in a month on a nominated day by the BMRCL's representative. Licensee shall provide Test Report/Calibration report in regard to Energy meter installed. BMRCL may ask licensee to recalibrate the Energy meter whenever considered necessary by BMRCL.

o) The Tariff for electricity to be charged from licensee shall be as per BESCOM's latest regulations and amendments thereto from time to time.

p) Licensee shall be required to sign "back to back' agreement with BMRCL on the lines, BMRCL would be signing/have signed with electricity Distribution Company for supply of electricity.

q) The charges/deposits (such as advance energy charges, refundable consumption deposit etc) will be, as decided by BESCOM/BMRCL as the case may be.

r) In case, the licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when licensee pays necessary penalty as per BESCOM norms and removes excess load. On the subsequent occasion, BMRCL reserves the right to revoke the license and forfeit the interest free security deposit.

s) In case, the licensee is found mis-using electricity or tampering with the energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of BMRCL.

t) The licensee is required to submit, electrical installation test report, Declaration cum agreement along with the requested documents and Application cum agreement form for LT connection. The drafts of these documents will be provided at the time of signing the agreement with the successful Bidder and will be part of the License agreement as attachments to this annexure.

APPENDIX V

Declaration (For Elevated Section)

I _____ , son/daughter/wife of _____ resident of_____, (hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

Or

_____, a company incorporated under the provision of the companies Act 1956, a sole proprietorship, a partnership having its registered 1 office at

_____(hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No. _____ at_____ having taken the premises from BMRCL on the terms and conditions agreed to with BMRCL which include that BMRCL may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement. As requested the BMRCL to provide an electricity connection at the above-mentioned premises inthe Applicant's name for the purpose mentioned in the Application form.

The Applicant hereby agrees and undertakes:

1. that the Applicant desires to have and agrees with BMRCL to take supply of energy for the abovementioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the BESCOM's Tariff Schedule and the Miscellaneous charges for supply as may be in force from time to time, including Advance Consumption Deposit etc.

2. that the Applicant shall have no Objection for the DISCOMS to carry out Inspections of the Applicant's Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to BMRCL, shall be binding on the Applicant for Attention/Compliance.

3. that BMRCL shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.

4. that the Applicant shall pay the full amount mentioned in the Monthly/Bi-Monthly Consumption Bill as raised by BMRCL before the last date mentioned in such Monthly/Bi-Monthly Bill. Applicant shall provide Test Report/ Calibration Repot in regard to Energy Meter installed. BMRCL may ask Applicant to recalibrate the Energy Meter whenever considered necessary by BMRCL.

5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by BMRCL, shall be paid and borne by the Applicant.

6. that the Applicant agrees that BMRCL would accept an application from the Applicant for reduction in load only after two years from the original sanction. All Bid Documents for load enhancement by the Applicant would be dealt by BMRCL as a new connection and BMRCL would follow the procedure as in the case of a new connection.

7. that BMRCL shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.

8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rules, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify BMRCL against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of BMRCL or to any

other third party due to fault in the electrical work, outlets or apparatus within the premises of the Applicant, all the loss shall be borne by the Applicant.

9. to pay BMRCL all costs and expenses that BMRCL may incur by reason of a fresh service connection being given to the Applicant.

10. to indemnify BMRCL against all proceedings, claims, demands, costs, damages and expenses that BMRCL may incur by reason of a fresh service connection given to the Applicant.

11. to be bound by BMRCL's conditions of supply, the provisions of Karnataka Electricity Reform Act,1999, all Regulations framed by the Karnataka Electricity Regulatory Commission, Tariff Orders, and any other law, if and as amended and applicable from time being in force.

12. that BMRCL shall not be responsible for any interruption/diminution of supply.

13. Applicant will have to provide a Low voltage switch-board with MCBs & ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of L&T/Havells or similar make along with test certificate shall be arranged by the Applicant. The meter shall be installed and sealed by BMRCL, either within the premises of the Applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

BMRCL shall provide supply, if available, at one fixed point as per BMRCL plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Applicant by carrying out G.I. conduit wiring cabling. Applicant shall use FRLS copper cable, which will be taken inside a GI rigid conduit pipe. The GI rigid conduit pipe shall be suitably clamped and earthed as per BMRCL's requirement. Approval to the layouts/ schemes/ details shall be taken from BMRCL O&M wing.

Applicant will also do wiring within his shop/stall/kiosk by using GI conduit or fire resistance PVC. The Applicant shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per BMRCL's approval).

Only FRLS cable of required size shall be used for tapping off supply from BMRCL fixed supply to Applicant premises.

BMRCL will provide Power Supply of single phase, 230V, 50Hz for a maximum connected load up to 5KVA, Electrical load requirement exceeding 5 kVA will be given on 3-phase, 415V, 50Hz subject to availability.

Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement.

BMRCL shall not be providing any standby power supply from station DG set or UPS. Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Invertor System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.

The Total Demand Load & Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected load only.

Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.

Applicant shall use reputed Brand/make Electrical wiring and switch gear items. The entire work shall be carried by the Electrical Contractor/agency at Applicant's cost. BMRCL"s representative may inspect and supervise the work.

Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the BMRCL"s Distribution Board or to any other place as directed by the BMRCL. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the Application form) and countersigned by the Applicant shall be submitted by the Applicant.

Applicant will not be allowed to provide Room Heating appliance of any kind.

In case, Applicant draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per KERC/BESCOM norms and removes excess load. On the subsequent occasion, BMRCL reserves the right to revoke the license and forfeit the interest free security deposit.

In case, the Applicant is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of BMRCL.

14. that the Applicant shall have no objection at any time to the rights of BMRCL to supply energy to any other consumer from the service line or apparatus installed on the licensed premises.

15. that the supply shall be used for the purpose that it has been sanctioned by BMRCL and shall not be misused in any way to serve any other purpose.

16. that the supply shall not be extended/sublet to any other premises.

17. that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.

18. that BMRCL shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant , in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.

19. that BMRCL shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.

20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.

21. that BMRCL shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of statutory requirements and/or in consequence of a legally binding order by statutory authority(ies)/Court of Law, without prejudice to the BMRCL"s rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by BMRCL on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.

22. that all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.

23. The Applicant acknowledges and accepts that the relationship of the Applicant with BMRCL is not that of a consumer and a Applicant but that of a commercial arrangement where the Applicant has taken on lease/license a premises of BMRCL and the Electricity connection is being provided as a part of the above arrangement.

The Applicant further agrees that this declaration given by him will be construed as an agreement with the BMRCL to the above effect.

Signature of Bidder

_____

(Full name)

Date :

Place:

Signed and delivered in the presence of:

Witness:

1. Signature _____
   Full Name _____
   Complete Address _____
   Phone No. _____

2. Signature _____
   Full Name _____
   Complete Address _____
   Phone No. _____

APPENDIX VI

Handing Over Note

Date: _____

Site Admeasuring _____x_____ = _____Sqm. And/or Pillar _____Nos.(Pillar IDs:……)

at …… Metro Station (site no./ Location of the site may be added) ……..is handed over to the licensee, through Shri……of

M/s _____office at…….. on…… (date)

…… at……(time),In the presence of ……..

Licensee hereby acknowledge the receipt and assumes all responsibility of the above described site, as provided in the license Agreement, from the date and time stated above.

_____ _____

Licensee O&M Cell

_____ _____

E & M Works

_____

SM/SC

APPENDIX VII

Taking Over Note

Date: _____

Vacant possession of the site No. ..... Admeasuring .....*.....=..... Sqm, at..... Metro Station and/or possession of total Pillars.....Nos.(Pillar ID:.....)between.....&.....Metro stations are/is Taken over by SM/SC on .....(Date).....(Time) from the Licensee Through Sh./Smt./M/s_____in the presence of .....

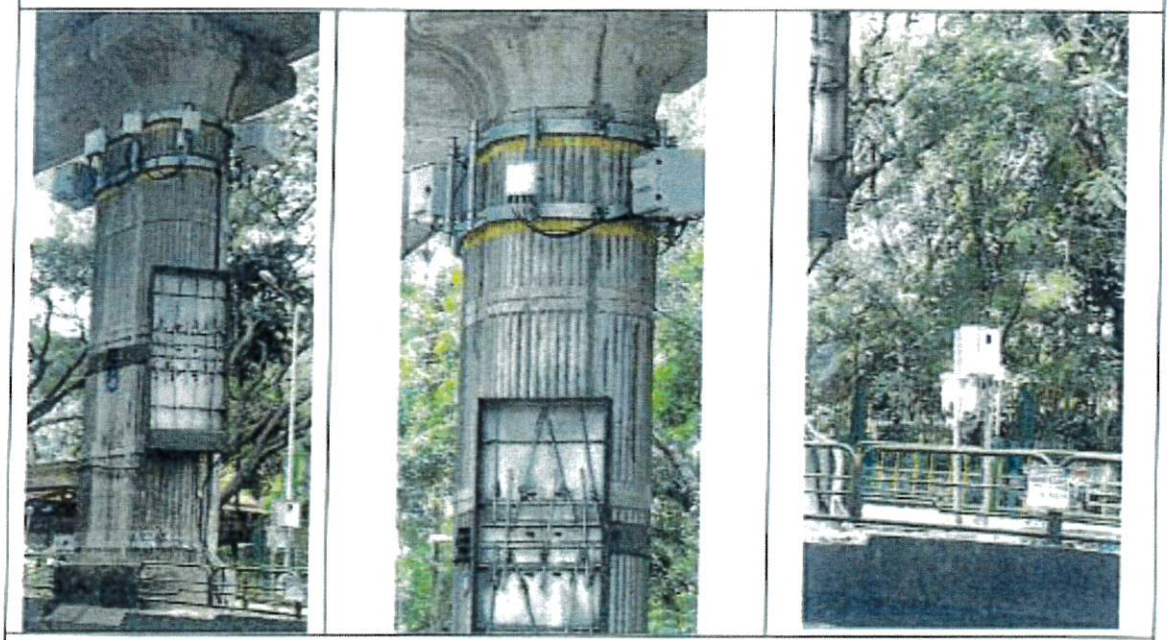
.....	.....	.....
Licensee	**PD Cell**	**SM/SC**

APPENDIX VIII

Images of 5G small cells on Metro Pillars

Pillar Solutions Deployed in BMRCL

Pillar No. EP-73 (Between JP Nagar and Yelachenahalli Station)



Pillar No. P-43 (Near Jayanagar Station)

ANNEXURES

Annexure -I

GENERAL INFORMATION OF THE BIDDER
(Each member in case of JV / Consortium)

1. (a) Name of the Bidder :
   (b) Country of Incorporation (in case of Firm) :
   (c) Address of the corporate headquarters and its branch office(s), if any, in India :

2. Details of individual(s) who will serve as the point of contact/communication for BMRCL within the Company:
   (a) Name :
   (b) Designation :
   (c) Company :
   (d) Address :
   (e) Telephone/Mobile Number :
   (f) Fax Number :
   (g) E-Mail Address :

3. In case of JV/Consortium:
   (a) The information above (1 & 2) should be provided for all the members of the joint venture/ consortium.
   (b) Information regarding the role of each member should be provided:

S/N	Consortium Member Name	Equity Stake (%)Amount Participation in the JV/Consortium	Role of the Member in the JV/ Consortium (i.e. whether Lead Member/Member)
1.			
2.			
3.			

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder / Lead Member)

Designation :
Place :
Date :

Annexure - II

AFFIDAVIT

(To be given separately by each Bidder/ consortium member of the Bidder on Stamp Paper of appropriate value)

I, _____ S/o _____, Resident of _____, _____, the _____ [insert designation] of the [insert name of single Bidder / consortium member if consortium] do solemnly affirm and state as follows:

1. I say that I am the authorized signatory of _____ [insert name of company/consortium member] (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium Member's to swear and depose this Affidavit on behalf of the Bidder/Consortium Member.

2. I say that I have submitted information with respect to our eligibility for Bangalore Metro Rail Corporation's (hereinafter referred to as "BMRCL TENDER FOR LICENSING OF SPACE ON PILLARS FOR INSTALLATION OF 5G SMALL CELLS IN ELEVATED SECTION ACROSS EAST-WEST LINE, NORTH-SOUTH LINE OF PHASE-I, REACH-5 AND REACH-6 OF BMRCL NETWORK" and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by BMRCL to verify our credentials / information provided by us under this tender and as may be deemed necessary by BMRCL.

4. I say that if at any point of time including the concession period, in case BMRCL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of BMRCL.

5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us shall entitle us to be disqualified from the tendering process. The costs and risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the tender have been duly complied with.

DEPONENT

VERIFICATION:

I, the above-named deponent, do very that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my own knowledge. No part of it is false and nothing material has been concealed.

Verified at _____, on this ___ day of _____.

DEPONENT

Annexure -III

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT
(on non-Judicial Stamp Paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at New Bangalore on this _____ day of _____.

BETWEEN

Mr. _____ R/o_____ OR M/s_____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the „LEAD MEMBER" which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. _____ R/o_____ OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the („Participant member") which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

[AND

Mr. _____ R/o_____ OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the („Participant member") which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas Bangalore Metro Rail Corporation Limited (hereinafter referred to as „BMRCL") has invited tenders for the "**TENDER FOR LICENSING OF SPACE ON PILLARS FOR INSTALLATION OF 5G SMALL CELLS IN ELEVATED SECTION ACROSS EAST-WEST LINE, NORTH-SOUTH LINE OF PHASE-I, REACH-5 AND REACH-6 OF BMRCL NETWORK.**" in terms of the tender documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by BMRCL for participating in the bid by the JV/Consortium for which the tender has been floated by BMRCL.

AND WHEREAS in terms of the bid documents both the parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the bid process by forming a JV/Consortium between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a JV/Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a JV/Consortium to participate in the tender process for "TENDER FOR LICENSING OF SPACE ON PILLARS FOR INSTALLATION OF 5G SMALL CELLS IN ELEVATED SECTION ACROSS EAST-WEST LINE, NORTH-SOUTH LINE OF PHASE-I, REACH-5 AND REACH-6 OF BMRCL NETWORK." in terms of the tender invited by Bangalore Metro Rail Corporation (BMRCL).

2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by BMRCL for awarding the tender to the Consortium so that the Consortium may take up the aforesaid "TENDER FOR LICENSING OF SPACE ON PILLARS FOR INSTALLATION OF 5G SMALL CELLS IN ELEVATED SECTION ACROSS EAST-WEST LINE, NORTH-SOUTH LINE OF PHASE-I, REACH-5 AND REACH-6 OF BMRCL NETWORK."
Pillar details as mentioned in Clause 2.3 of ITT, Section II of the tender document in case the consortium turns out to be the successful Bidder in the bid being invited by BMRCL for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the bid for the said tender process for "**TENDER FOR LICENSING OF SPACE ON PILLARS FOR INSTALLATION OF 5G SMALL CELLS IN ELEVATED SECTION ACROSS EAST-WEST LINE, NORTH-SOUTH LINE OF PHASE-I, REACH-5 AND REACH-6 OF BMRCL NETWORK".**

4. That the JV/Consortium have agreed to nominate any one of_____, _____ and _____ as the common representative who shall be authorized to represent the JV/Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form, Mandatory Information, Financial Bid etc., and such other documents as may be necessary for this purpose.

5. That the share holding of the members of the JV/Consortium for this specified purpose shall be as follows:

(i) The Lead Member shall have _____per cent (___%) of share holding with reference to the JV/Consortium for this specified license agreement.

(ii) The Participant Member shall have _____ (___%) of share holding with reference to the JV/Consortium for this specified license agreement.

(iii) The Participant Member shall have _____ (___%) of share holding with reference to the JV/Consortium for this specified license agreement.

6. That in order to fulfill the requirement of the licensing process and also keep an altogether separate legal entity of the JV/Consortium, the Members of the JV/Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the JV/Consortium proposes to undertake the work.

7. That in case to meet the requirements of bid documents or any other stipulations of BMRCL, it becomes necessary to execute and record any other documents amongst the members of the JV/Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

8. That it is clarified by and between the members of the JV/Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the JV/Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the JV/Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

9. That the Members of the JV/Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the JV/Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the JV/Consortium Members to meet the requirements and stipulations of BMRCL.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)
Authorized Signatory
(_____) For
(Name of company)

2. (_____)
Authorized Signatory
(_____) For
(Name of company)

3. (_____)
Authorized Signatory
(_____) For
(Name of company)

***Enclosure*: Board resolution of each of the JV/Consortium Members authorizing:**

(i) Execution of the Consortium Agreement, and
(ii) Appointing the authorized signatory for such purpose.

Annexure –IV

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID DOCUMENT

(on non-Judicial Stamp Paper of appropriate value)

Power of Attorney

Know all men by these presents, We/I _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms. _____ (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid, including signing and submission of all documents and providing information / responses to BMRCL, representing us in all matters before BMRCL, and generally dealing with BMRCL in all matters in connection with our bid for the said tender/license agreement, and signing of license agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

.....

Accepted

_____ (signature)
(Name, Title and Address) of the Attorney

Note:

- ***The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.***

Annexure-V

Undertaking for Responsibility

(To be given on Stamp Paper of Rs. 100 duly notarized)

_____ as a lead member of the JV/consortium of ____ companies - namely _____ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with BMRCL in respect allotted to "TENDER FOR LICENSING OF SPACE ON PILLARS FOR INSTALLATION OF 5G SMALL CELLS IN ELEVATED SECTION ACROSS EAST-WEST LINE, NORTH-SOUTH LINE OF PHASE-I, REACH-5 AND REACH-6 OF BMRCL NETWORK." as follows:-

That, we Solely undertake that _____ (Name of the Company/ consortium member) will conduct all transactions / correspondences and any other activity in connection with License agreement pertaining to "TENDER FOR LICENSING OF SPACE ON PILLARS FOR INSTALLATION OF 5G SMALL CELLS IN ELEVATED SECTION ACROSS EAST-WEST LINE, NORTH-SOUTH LINE OF PHASE-I, REACH-5 AND REACH-6 OF BMRCL NETWORK." with BMRCL.

1. That, all joint venture/ consortium members are jointly or severely responsible for all commitments / liabilities / dues etc to BMRCL.

2. That, we further confirm that, the stake-holding/amount participation of lead member - _____(Name of the company/ consortium member) will always remain not less than 35% or higher and we, all JV/ consortium members, insure that there will be no change in the stake holding/amount participation of all parties in the complete tenure of this license agreement.

3. We also confirm that our JV/consortium was made on Dt._____, for license of the said premises as detailed in Clause 2.3 of ITT, Section II and in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorized/ CEO of all ____consortium members to sign on undertaking with witness signatures)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Witness 1. _____

2._____

Annexure-VI

Proforma Certificate

(Work completion certificate*)
(On Company's/Authority's Letter Head)

This is to certify that M/s _____ (Company's name) having its registered office at _____ had been awarded a contract on _____ (Name / Nature of Contract) vide Letter/Contract No._____. The period of contract was from _____ (date of start of work) to _____ (scheduled date of completion of work). The work was completed on_____ (date of actual completion). At the time of completion of contract, the total contract value had come to Rs._____ for the above contract period. Their performance for the above contract was satisfactory.

(Signature) _____

Name of signatory _____

Designation of signatory _____

* To be issued by client / firm to whom the bidder has provided services. If the bidder happens to be licensed service provider meeting the eligibility criteria, he shall submit a self certificate signed by authorized signatory.

Annexure-VII

PILLAR REQUIREMENTS

1. **Name of the Tender:** Tender for Licensing of Space on Pillars for Installation of 5G Small Cells in Elevated Section across East-West Line, North-South Line of Phase-I, Reach-5 and Reach-6 Of BMRCL Network.

2. I / We hereby submit our requirement for number of pillars required as per Annexure-XII and offer the rate of License Fee (INR) per pillar per month as per Appendix-III for Licensing of Space on Pillars for Installation of 5G Small Cells in BMRCL Network, payable to BMRCL as specified in the Tender Document.

TABLE -1: Details of Pillars required;

Sl.No.	Section	Stretch	Pillar ID coding	Pillars offered for leasing	No. of Pillars required
1	Line 1 (East-West)	Whitefield - Challagatta	BP/P	516	
2	Line 2 (North-South)	Madavara (BIEC) - Silk Institute	P/EP	755	
3	Reach 5	R V Road - Bommansandra	RP	529	
4	Reach 6	Gottigere - Nagawara	GP	206	
			Total	**2006**	**(Min 50)**

Signature of the Bidder

Annexure-VIII

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT/ PERFORMANCE SECURITY

(Refer clause 6.2)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security* for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor*. In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.

4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

   Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

   OR

   This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt _____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees to be specified in words and figures].*

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

    or

    b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by the Employer through NeSL

Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.*
3. *The above format shall be used for e-Bank Guarantee also.*
4. *For issuance of e-BG, the UIN (PAN No.) of BMRCL is 'AAACB4881D'.*
5. *Tender No. shall be the reference to be stated in the e-BG.*

Annexure – IX

FORM OF LETTER OF UNDERTAKING

Dated:_____

To

The Managing Director
Bangalore Metro Rail Corporation Limited (BMRCL)
III Floor BMTC Complex,
K.H. Road, Shanthinagar
Bangalore- 560027.
Karnataka, India.

LETTER OF UNDERTAKING

Tender For Licensing of Space on Pillars for installation of 5G small cells in Elevated Section Across East-West Line, North-South Line of Phase-I, Reach-5 and Reach-6 of BMRCL Network.

Tender No. 1 S&T-PIL

We undertake that M/s_____a reputed telecom agency and certified Contractor with "Access Service License" with valid IP Registration Certificate issued by department of Telecom, Govt. of India for doing In-Building solution provider and have NOT been barred from participating in any bidding process as of the date of bid submission.

We have neither failed to perform on any contract nor have been expelled from contract with a Government Authority for breach of contract.

We have not been blacklisted by any Government firm and not defaulted in loan payment to any bank or institutions.

We undertake that the Tender submittals does not contain any deviation or amendment, modification or change of any type whatsoever with regards to Tender conditions & specifications.

Place :
Date: Signature

Name and Designation
Seal of the Tenderer

(Name of Tenderer/Joint Venture/Consoria)

Annexure – X

FORM OF BANKERS CERTIFICATE

(Note: Bankers format will also be acceptable)

This is to certify that M/s ..... is a reputed company with a good financial standing. If the contract for the work of ..... (Name of work) is awarded to the above firm, we shall be able to provide over draft/credit facilities to the extent of Rs. ..... (in words Rupees .....) to meet the working capital requirement for executing the above contract.

Signature .....

Name of the issuing official of the Bank .....

Designation .....

Bank Name .....

Address .....

Phone No .....

Fax No .....

Annexure – XI

The sketch showing the Phase 1 & 2 network of namma metro is given below:

Namma Metro stands for 'reduced journey times, cutting fuel costs, accident reduction and lower pollution'

Annexure – XII

LINE-1, LINE-2, REACH-5 AND REACH-6 PIER DETAILS

1. 9 Meter and above height pier of R-1 section (BYPH-CBPK RAMP)			
Sl.no	Section	Pier No	Pier Height
1.	BYPH-SVRD	5	9.502
2.	BYPH-SVRD	6	9.407
3.	BYPH-SVRD	7	9.642
4.	BYPH-SVRD	8	10.06
5.	BYPH-SVRD	9	11.982
6.	BYPH-SVRD	10	12.086
7.	BYPH-SVRD	11	13.622
8.	BYPH-SVRD	12	14.052
9.	BYPH-SVRD	13	11.656
10.	BYPH-SVRD	14	11.324
11.	BYPH-SVRD	15	10.913
12.	BYPH-SVRD	16	9.646
13.	SVRD-IDN	27	9.041
14.	SVRD-IDN	28	9.698
15.	SVRD-IDN	29	9.724
16.	SVRD-IDN	30	9.468
17.	SVRD-IDN	31	9.185
18.	SVRD-IDN	42	36.438
19.	SVRD-IDN	70	10.905
20.	IDN-HLRU	71	13.468
21.	IDN-HLRU	72	14.093
22.	IDN-HLRU	73	14.295
23.	IDN-HLRU	74	14.33
24.	IDN-HLRU	75	14.277
25.	IDN-HLRU	76	14.177
26.	IDN-HLRU	77	14.199
27.	IDN-HLRU	78	13.846
28.	IDN-HLRU	79	13.432
29.	IDN-HLRU	82	11.418
30.	IDN-HLRU	83	10.8
31.	IDN-HLRU	84	9.982
32.	IDN-HLRU	85	9.229
33.	IDN-HLRU	106	11.707
34.	IDN-HLRU	107	9.373
35.	IDN-HLRU	108	9.753
36.	IDN-HLRU	109	9.834
37.	IDN-HLRU	109 A	10.702
38.	IDN-HLRU	110	11.838
39.	IDN-HLRU	111	12.748
40.	IDN-HLRU	112	12.893
41.	IDN-HLRU	113	12.908
42.	IDN-HLRU	114	14.8
43.	IDN-HLRU	115	14.256

44.	IDN-HLRU	116	13.793
45.	HLRU-TTY	117	9.933
46.	HLRU-TTY	118	9.387
47.	HLRU-TTY	119	9.037
48.	HLRU-TTY	149	9.612
49.	HLRU-TTY	150	9.401
50.	HLRU-TTY	151	10.033
51.	HLRU-TTY	152	10.41
52.	HLRU-TTY	153	10.565
53.	HLRU-TTY	154	10.295
54.	TTY-MAGR	182	9.037
55.	TTY-MAGR	185	10.3
56.	TTY-MAGR	186	9.3
57.	TTY-MAGR	187	9.3
58.	TTY-MAGR	188	9.3
59.	MAGR-CBPK	190	10.305
60.	MAGR-CBPK	191	10.437
61.	MAGR-CBPK	192	10.387
62.	MAGR-CBPK	193	9.954
63.	MAGR-CBPK	194	9.555
64.	MAGR-CBPK	195	9.417
65.	MAGR-CBPK	196	9.089

2. 9 M AND ABOVE 9MTS PIER DETAILS OF REACH-1A SECTION FROM BYPH TO VWIA			
SL NO	**LOCATION**	**PIER NO**	**PIER HEIGHT**
1.	BYPH-JTPM	BP1A	11.50
2.	BYPH-JTPM	BP1	13.03
3.	BYPH-JTPM	BP2	13.96
4.	BYPH-JTPM	BP3	14.79
5.	BYPH-JTPM	BP4	15.59
6.	BYPH-JTPM	BP5	16.53
7.	BYPH-JTPM	BP6	17.39
8.	BYPH-JTPM	BP7	18.36
9.	BYPH-JTPM	BP8	17.32
10.	BYPH-JTPM	BP10	17.51
11.	BYPH-JTPM	BP11	19.08
12.	BYPH-JTPM	BP12	18.23
13.	BYPH-JTPM	BP13	15.99
14.	BYPH-JTPM	BP14	15.54
15.	BYPH-JTPM	BP15	15.20
16.	BYPH-JTPM	BP16	13.46
17.	BYPH-JTPM	BP17	12.54

18.	BYPH-JTPM	BP18	12.20
19.	BYPH-JTPM	BP19	11.86
20.	BYPH-JTPM	BP20	11.21
21.	BYPH-JTPM	BP21	10.49
22.	BYPH-JTPM	BP22	11.46
23.	BYPH-JTPM	BP23	11.57
24.	BYPH-JTPM	BP24	11.83
25.	BYPH-JTPM	BP25	11.63
26.	BYPH-JTPM	BP26	13.68
27.	BYPH-JTPM	BP27	14.56
28.	BYPH-JTPM	BP28	18.14
29.	BYPH-JTPM	BP29	17.73
30.	BYPH-JTPM	BP30	17.16
31.	BYPH-JTPM	BP31	14.38
32.	BYPH-JTPM	BP33	13.32
33.	BYPH-JTPM	BP34A ORR	10.60
34.	BYPH-JTPM	BP34B ORR	9.19
35.	BYPH-JTPM	BP34B R1A	14.67
36.	BYPH-JTPM	BP36A	9.62
37.	BYPH-JTPM	BP36B	9.42
38.	BYPH-JTPM	BP37A	9.54
39.	BYPH-JTPM	BP37B	9.29
40.	BYPH-JTPM	BP38A	9.24
41.	BYPH-JTPM	BP38B	9.22
42.	BYPH-JTPM	BP39A	9.17
43.	BYPH-JTPM	BP39B	9.20
44.	BYPH-JTPM	BP40A	9.02
45.	BYPH-JTPM	BP40B	8.91
46.	BYPH-JTPM	BP42	12.05
47.	JTPM-KRAM	BP43B R1A	9.49
48.	JTPM-KRAM	BP49	9.33
49.	JTPM-KRAM	BP50	9.05
50.	JTPM-KRAM	BP51	8.80
51.	JTPM-KRAM	BP52	8.75
52.	JTPM-KRAM	BP54	9.13
53.	JTPM-KRAM	BP55	9.33
54.	JTPM-KRAM	BP56	9.56
55.	JTPM-KRAM	BP57	9.67
56.	JTPM-KRAM	BP58	9.80
57.	JTPM-KRAM	BP59	9.84
58.	JTPM-KRAM	BP60	9.95
59.	JTPM-KRAM	BP61	10.24
60.	JTPM-KRAM	BP62	10.20

61.	JTPM-KRAM	BP63	10.23
62.	JTPM-KRAM	BP64	10.18
63.	JTPM-KRAM	BP65	10.18
64.	JTPM-KRAM	BP66	10.17
65.	JTPM-KRAM	BP67	10.15
66.	JTPM-KRAM	BP68	10.20
67.	JTPM-KRAM	BP69	10.18
68.	JTPM-KRAM	BP70	10.24
69.	JTPM-KRAM	BP72	10.04
70.	JTPM-KRAM	BP73A	9.41
71.	KRAM-MDVP	BP82	9.93
72.	KRAM-MDVP	BP83	10.65
73.	KRAM-MDVP	BP84	13.09
74.	KRAM-MDVP	BP85	13.87
75.	KRAM-MDVP	BP86	15.06
76.	KRAM-MDVP	BP87	16.13
77.	KRAM-MDVP	BP88	18.20
78.	KRAM-MDVP	BP89	19.08
79.	KRAM-MDVP	BP90	19.33
80.	KRAM-MDVP	BP91	19.57
81.	KRAM-MDVP	BP92	19.78
82.	KRAM-MDVP	BP93A	17.81
83.	KRAM-MDVP	BP93B	18.39
84.	KRAM-MDVP	BP94	18.93
85.	KRAM-MDVP	BP95	19.05
86.	KRAM-MDVP	BP96	18.59
87.	KRAM-MDVP	BP97	17.92
88.	KRAM-MDVP	BP98	17.00
89.	KRAM-MDVP	BP99	15.87
90.	KRAM-MDVP	BP100	14.83
91.	KRAM-MDVP	BP101	13.89
92.	KRAM-MDVP	BP102	12.99
93.	KRAM-MDVP	BP103	12.13
94.	KRAM-MDVP	BP104	11.24
95.	KRAM-MDVP	BP105	10.37
96.	KRAM-MDVP	BP106	9.52
97.	KRAM-MDVP	BP129	9.17
98.	KRAM-MDVP	BP130	9.39
99.	KRAM-MDVP	BP131	9.61
100.	KRAM-MDVP	BP132	9.73
101.	KRAM-MDVP	BP133	9.80
102.	KRAM-MDVP	BP134	9.92
103.	KRAM-MDVP	BP135	10.05

104.	KRAM-MDVP	BP136	10.15
105.	KRAM-MDVP	BP137	10.14
106.	KRAM-MDVP	BP138	10.19
107.	KRAM-MDVP	BP139	10.26
108.	MDVP-GDCP	BP140	9.73
109.	MDVP-GDCP	BP141	9.63
110.	MDVP-GDCP	BP142	9.51
111.	MDVP-GDCP	BP143	9.02
112.	MDVP-GDCP	BP176	9.40
113.	MDVP-GDCP	BP177	9.85
114.	MDVP-GDCP	BP178	10.22
115.	MDVP-GDCP	BP179	10.15
116.	MDVP-GDCP	BP180	9.78
117.	MDVP-GDCP	BP176	9.40
118.	MDVP-GDCP	BP177	9.85
119.	MDVP-GDCP	BP178	10.22
120.	MDVP-GDCP	BP179	10.15
121.	MDVP-GDCP	BP180	9.78
122.	GDCP-DKIA	BP218	9.63
123.	GDCP-DKIA	BP219	10.46
124.	GDCP-DKIA	BP220	11.35
125.	GDCP-DKIA	BP221	11.95
126.	GDCP-DKIA	BP222	12.67
127.	GDCP-DKIA	BP223	13.21
128.	GDCP-DKIA	BP224	13.54
129.	GDCP-DKIA	BP225	13.74
130.	GDCP-DKIA	BP226A	11.48
131.	GDCP-DKIA	BP226B	11.58
132.	GDCP-DKIA	BP227	12.41
133.	GDCP-DKIA	BP228	12.39
134.	GDCP-DKIA	BP229	11.99
135.	GDCP-DKIA	BP230	11.72
136.	GDCP-DKIA	BP231	11.40
137.	GDCP-DKIA	BP232	11.10
138.	GDCP-DKIA	BP233	10.85
139.	GDCP-DKIA	BP234	10.54
140.	GDCP-DKIA	BP235	10.37

3. 9 Meter and above height pier of R-1B section (KDNH - WHTM)			
Sl.no	Section	Pier No	Pier Height
1.	KDNH-VDHP	BP 302	10.053
2.	KDNH-VDHP	BP 303	10.352
3.	KDNH-VDHP	BP 304	9.997
4.	KDNH-VDHP	BP 305	9.856

5.	KDNH-VDHP	BP 331	10.043
6.	KDNH-VDHP	BP 332	9.921
7.	KDNH-VDHP	BP 333	10.268
8.	VDHP-SSHP	BP 334	10.344
9.	VDHP-SSHP	BP 335	10.370
10.	VDHP-SSHP	BP 338	10.617
11.	VDHP-SSHP	BP 339A	9.536
12.	VDHP-SSHP	BP 339B	10.402
13.	VDHP-SSHP	BP 340	11.133
14.	VDHP-SSHP	BP 341	10.864
15.	VDHP-SSHP	BP 343	9.611
16.	VDHP-SSHP	BP 344	9.621
17.	SSHP-ITPL	BP 356	10.061
18.	SSHP-ITPL	BP 357	10.921
19.	SSHP-ITPL	BP 358	10.557
20.	SSHP-ITPL	BP 360	10.543
21.	SSHP-ITPL	BP 361	10.484
22.	SSHP-ITPL	BP 362	10.196
23.	ITPL-KDGD	BP 406	9.659
24.	ITPL-KDGD	BP 407	9.811
25.	ITPL-KDGD	BP 408	9.975
26.	ITPL-KDGD	BP 409	10.091
27.	ITPL-KDGD	BP 410	10.209
28.	ITPL-KDGD	BP 411	10.284
29.	ITPL-KDGD	BP 412	10.248
30.	ITPL-KDGD	BP 413	9.741
31.	UWVL-WHTM	BP 471	12.266
32.	UWVL-WHTM	BP 472	12.895
33.	UWVL-WHTM	BP 473	13.394
34.	UWVL-WHTM	BP 474	14.010
35.	UWVL-WHTM	BP 475A	14.311
36.	UWVL-WHTM	BP 475B	13.815
37.	UWVL-WHTM	BP 476A	14.300
38.	UWVL-WHTM	BP 476B	13.926
39.	UWVL-WHTM	BP 477A	14.582
40.	UWVL-WHTM	BP 477B	13.924
41.	UWVL-WHTM	BP 478	14.508
42.	UWVL-WHTM	BP 478A	14.787
43.	UWVL-WHTM	BP 479	14.198
44.	UWVL-WHTM	BP 479A	15.555
45.	UWVL-WHTM	BP 480	13.381
46.	UWVL-WHTM	BP 480A	14.910
47.	UWVL-WHTM	BP 481A	14.778
48.	UWVL-WHTM	BP 481	14.369
49.	UWVL-WHTM	BP 482	13.634
50.	UWVL-WHTM	BP 482PA	13.581
51.	UWVL-WHTM	BP 482PB	13.850
52.	UWVL-WHTM	BP 483	12.871
53.	UWVL-WHTM	BP 483PA	13.250
54.	UWVL-WHTM	BP 483PB	13.400

55.	UWVL-WHTM	BP 484	12.056
56.	UWVL-WHTM	BP 484PA	13.479
57.	UWVL-WHTM	BP 484PB	12.635
58.	UWVL-WHTM	BP 485	11.001
59.	UWVL-WHTM	BP 485A	11.986
60.	UWVL-WHTM	BP 486A	10.616
61.	UWVL-WHTM	BP 486PA	9.874
62.	UWVL-WHTM	BP 498	10.071
63.	UWVL-WHTM	BP 499	10.984
64.	UWVL-WHTM	BP 500	11.723
65.	UWVL-WHTM	BP 501	12.413
66.	UWVL-WHTM	BP 502	13.267
67.	WHTM	BP 503	16.548

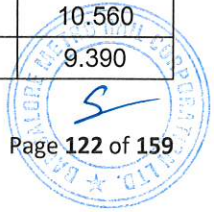
4. 9 METER AND ABOVE 9 METER PIER HEIGHT DETAILS OF REACH-2 SECTION			
SL NO	**LOCATION**	**PIER NO**	**PIER HEIGHT**
1.	BRCS-MIRD	234	9
2.	MIRD-HSLI	251	10
3.	MIRD-HSLI	252	10
4.	MIRD-HSLI	253	10
5.	MIRD-HSLI	237	12.5
6.	MIRD-HSLI	245	10.1
7.	MIRD-HSLI	249	9
8.	MIRD-HSLI	250	10
9.	MIRD-HSLI	235	9
10.	MIRD-HSLI	238	12.1
11.	MIRD-HSLI	239	14
12.	MIRD-HSLI	244	11
13.	MIRD-HSLI	266	9
14.	MIRD-HSLI	240	13
15.	MIRD-HSLI	241	14
16.	MIRD-HSLI	271	17
17.	MIRD-HSLI	272	15
18.	MIRD-HSLI	242	12
19.	MIRD-HSLI	243	11
20.	MIRD-HSLI	254	9
21.	MIRD-HSLI	236	10
22.	HSLI-VJN	305	9
23.	HSLI-VJN	306	9
24.	HSLI-VJN	273	15
25.	VJN-AGPP	313	10
26.	VJN-AGPP	308	10
27.	VJN-AGPP	310	11
28.	VJN-AGPP	314	10
29.	VJN-AGPP	338	10
30.	VJN-AGPP	309	11

31.	VJN-AGPP	311	10
32.	VJN-AGPP	312	11
33.	VJN-AGPP	307	9
34.	VJN-AGPP	341	9
35.	AGPP-DJNR	371	9
36.	AGPP-DJNR	372	9
37.	AGPP-DJNR	379	9
38.	AGPP-DJNR	344	10
39.	AGPP-DJNR	345	9
40.	AGPP-DJNR	346	9
41.	AGPP-DJNR	347	9
42.	AGPP-DJNR	348	9
43.	AGPP-DJNR	349	9
44.	AGPP-DJNR	350	9
45.	AGPP-DJNR	343	12
46.	AGPP-DJNR	342	11
47.	AGPP-DJNR	382	10
48.	AGPP-DJNR	381	9
49.	AGPP-DJNR	383	12
50.	AGPP-DJNR	380	9
51.	DJNR-MYRD	384	13
52.	DJNR-MYRD	385	14
53.	DJNR-MYRD	393	15
54.	DJNR-MYRD	394	13.5
55.	DJNR-MYRD	417	11
56.	DJNR-MYRD	418	11
57.	DJNR-MYRD	419	11.2
58.	DJNR-MYRD	391	16
59.	DJNR-MYRD	395	11
60.	DJNR-MYRD	396	10
61.	DJNR-MYRD	387	16.5
62.	DJNR-MYRD	388	17
63.	DJNR-MYRD	389	17
64.	DJNR-MYRD	392	15
65.	DJNR-MYRD	386	15
66.	DJNR-MYRD	390	16
67.	DJNR-MYRD	416	9
68.	MYRD-NYHM	421	17
69.	MYRD-NYHM	426	15
70.	MYRD-NYHM	428	13.5
71.	MYRD-NYHM	429	12.5
72.	MYRD-NYHM	430	11
73.	MYRD-NYHM	420	16.5
74.	MYRD-NYHM	422	16.5
75.	MYRD-NYHM	424	17

76.	MYRD-NYHM	425	16.5
77.	MYRD-NYHM	427	14

5. Details of Pier Height 9 mtrs and above in R-2E section from NYHM- CLGA			
SL No.	**Location**	**Pier No.**	**Pier Height in mtr.**
1.	MYRD B/E -NYHM	P-439	9.400
2.	MYRD B/E -NYHM	P-440	9.360
3.	MYRD B/E -NYHM	P-441	9.220
4.	MYRD B/E -NYHM	P-442	9.400
5.	NYHM-RRRN	P-443	12.100
6.	NYHM-RRRN	P-444	12.090
7.	NYHM-RRRN	P-445	12.250
8.	NYHM-RRRN	P-446	12.460
9.	NYHM-RRRN	P-447	12.330
10.	NYHM-RRRN	P-448	12.120
11.	NYHM-RRRN	P-449	11.770
12.	NYHM-RRRN	P-450	11.330
13.	NYHM-RRRN	P-451	10.980
14.	NYHM-RRRN	P-452	10.560
15.	NYHM-RRRN	P-453	10.120
16.	NYHM-RRRN	P-454	9.810
17.	NYHM-RRRN	P-455	9.590
18.	NYHM-RRRN	P-456	9.300
19.	NYHM-RRRN	P-457	9.100
20.	RRRN-BGUC	P-471	13.810
21.	RRRN-BGUC	P-472	14.470
22.	RRRN-BGUC	P-473	14.380
23.	RRRN-BGUC	P-474	14.000
24.	RRRN-BGUC	P-475	13.570
25.	RRRN-BGUC	P-476	13.086
26.	RRRN-BGUC	P-477	12.480
27.	RRRN-BGUC	P-478	11.770
28.	RRRN-BGUC	P-479	11.040
29.	RRRN-BGUC	P-480	10.370
30.	RRRN-BGUC	P-481	9.780
31.	RRRN-BGUC	P-482	9.530
32.	RRRN-BGUC	P-483	9.570
33.	RRRN-BGUC	P-484	10.030
34.	RRRN-BGUC	P-490	13.580
35.	RRRN-BGUC	P-491	13.840
36.	RRRN-BGUC	P-492	18.440
37.	RRRN-BGUC	P-493	17.990
38.	RRRN-BGUC	P-494	13.700

39.	RRRN-BGUC	P-495	12.890
40.	RRRN-BGUC	P-496	12.630
41.	BGUC-PATG	P-561	9.100
42.	BGUC-PATG	P-562	9.350
43.	BGUC-PATG	P-563	9.530
44.	BGUC-PATG	P-564	9.620
45.	BGUC-PATG	P-565	9.680
46.	BGUC-PATG	P-566	9.670
47.	BGUC-PATG	P-567	9.610
48.	BGUC-PATG	P-568	9.640
49.	BGUC-PATG	P-569	9.770
50.	BGUC-PATG	P-570	9.780
51.	BGUC-PATG	P-571	9.800
52.	PATG-MLSD	P-572	11.480
53.	PATG-MLSD	P-573	11.600
54.	PATG-MLSD	P-574	12.230
55.	PATG-MLSD	P-575	12.810
56.	PATG-MLSD	P-576	13.220
57.	PATG-MLSD	P-577	13.890
58.	PATG-MLSD	P-578	14.210
59.	PATG-MLSD	P-579	14.520
60.	PATG-MLSD	P-580	14.570
61.	PATG-MLSD	P-581	14.420
62.	PATG-MLSD	P-582	14.230
63.	PATG-MLSD	P-583	13.960
64.	PATG-MLSD	P-584	13.670
65.	PATG-MLSD	P-585	13.020
66.	PATG-MLSD	P-586	12.250
67.	PATG-MLSD	P-587	11.490
68.	PATG-MLSD	P-588	10.890
69.	PATG-MLSD	P-589	10.470
70.	PATG-MLSD	P-590	10.160
71.	PATG-MLSD	P-591	9.840
72.	PATG-MLSD	P-592	9.710
73.	PATG-MLSD	P-593	9.230
74.	PATG-MLSD	P-615	9.730
75.	PATG-MLSD	P-625	13.330
76.	PATG-MLSD	P-626	14.150
77.	PATG-MLSD	P-627	14.590
78.	PATG-MLSD	P-628	14.700
79.	PATG-MLSD	P-629	14.740
80.	MLSD-KGIT	P-630	10.560
81.	MLSD-KGIT	P-631	9.390



82.	MLSD-KGIT	P-641	9.040
83.	MLSD-KGIT	P-665	9.420
84.	MLSD-KGIT	P-666	9.650
85.	MLSD-KGIT	P-667	9.470
86.	MLSD-KGIT	P-668	9.240
87.	MLSD-KGIT		9.090
88.	MLSD-KGIT	P-669	9.250
89.	MLSD-KGIT		9.850
90.	MLSD-KGIT	P-670	9.470
91.	MLSD-KGIT	P-671	9.430
92.	MLSD-KGIT	P-672	10.060
93.	MLSD-KGIT	P-673	10.940
94.	MLSD-KGIT	P-674	11.480
95.	MLSD-KGIT	P-675	14.380
96.	MLSD-KGIT	P-676	14.390
97.	MLSD-KGIT	P-677	15.040
98.	MLSD-KGIT	P-678	14.740
99.	MLSD-KGIT	P-679	13.501
100.	MLSD-KGIT	P-680	14.736
101.	MLSD-KGIT	P-681	13.290
102.	MLSD-KGIT	P-682	13.570
103.	MLSD-KGIT		13.460
104.	MLSD-KGIT	P-683	13.620
105.	MLSD-KGIT		13.400
106.	MLSD-KGIT	P-684	14.190
107.	MLSD-KGIT		13.190
108.	MLSD-KGIT	P-685	13.199
109.	MLSD-KGIT		13.370
110.	MLSD-KGIT	P-686	13.180
111.	MLSD-KGIT	P-687	13.058
112.	KGIT-CLGA	P-698	9.120
113.	KGIT-CLGA	P-699	9.760
114.	KGIT-CLGA	P-700	9.990
115.	KGIT-CLGA	P-701	9.800
116.	KGIT-CLGA	P-702	9.630
117.	KGIT-CLGA	P-703	9.580
118.	KGIT-CLGA	P-704	9.730
119.	KGIT-CLGA	P-705	9.880
120.	KGIT-CLGA	P-706	9.970
121.	KGIT-CLGA	P-707	10.410
122.	KGIT-CLGA	P-708	11.170
123.	KGIT-CLGA	P-709	11.930
124.	KGIT-CLGA	P-710	12.660

125.	KGIT-CLGA	P-711	12.500
126.	KGIT-CLGA	P-712	12.560
127.	KGIT-CLGA	P-713	13.780
128.	KGIT-CLGA	P-714	14.330
129.	KGIT-CLGA	P-715	14.820
130.	KGIT-CLGA	P-716	15.240
131.	KGIT-CLGA	P-717	14.760
132.	KGIT-CLGA	P-718	15.230
133.	KGIT-CLGA	P-719	16.210
134.	KGIT-CLGA	P-720	16.260
135.	KGIT-CLGA	P-721	16.400
136.	KGIT-CLGA	P-722	16.480
137.	KGIT-CLGA	P-723	16.180
138.	KGIT-CLGA	P-724 L	17.450
139.	KGIT-CLGA	P-724 R	15.760
140.	KGIT-CLGA	P-725 L	16.760
141.	KGIT-CLGA	P-725 R	15.630
142.	KGIT-CLGA	P-726	16.740
143.	KGIT-CLGA	P-727	16.200
144.	KGIT-CLGA	P-728	15.690
145.	KGIT-CLGA	P-729	14.700
146.	KGIT-CLGA	P-730	13.050
147.	KGIT-CLGA	P-731	12.460
148.	KGIT-CLGA	P-732	12.320
149.	KGIT-CLGA	P-733	11.260
150.	KGIT-CLGA	P-734	10.130
151.	KGIT-CLGA	P-735	9.820
152.	KGIT-CLGA	P-736	9.890
153.	KGIT-CLGA	P-737	9.520
154.	KGIT-CLGA	P-738	9.640
155.	KGIT-CLGA	P-742	9.340
156.	KGIT-CLGA	P-747 L	9.820
157.	KGIT-CLGA	P-747 R	9.820
158.	KGIT-CLGA	P-748 R	9.080
159.	KGIT-CLGA	P-749 R	9.200
160.	KGIT-CLGA	P-750 R	10.520
161.	KGIT-CLGA	P-759	11.390
162.	KGIT-CLGA	P-760	11.320
163.	KGIT-CLGA	P-748 R	9.080
164.	KGIT-CLGA	P-749 R	9.200
165.	KGIT-CLGA	P-750 R	10.520
166.	KGIT-CLGA	P-759	11.390
167.	KGIT-CLGA	P-760	11.320

Pier height details of Line-2			
SL.no	Pier no	Between station	Height of Pier
1.	P-525	NGSA-NGSA BE	12.722
2.	P-526		12.222
3.	P-527		11.802
4.	P-528		11.222
5.	P-529		10.742
6.	P-530		10.262
7.	P-531		10.017
8.	P-531A		10.017
9.	P-532		10.032
10.	P-532A		10.252
11.	P-533		10.252
12.	P-534		10.802
13.	P-535		11.332
14.	P-536		11.882
15.	P-537		13.342
16.	P-538		13.618
17.	P-539		13.56
18.	P-540		13.71
19.	P-541		13.86
20.	P-542		13.814
21.	P-543		13.507
22.	P543 A	NGSA POCKET TRACK	14.301
23.	P542 A		13.921
24.	P541 A		13.984
25.	P540 A		13.781
26.	P539 A		13.618
27.	P538 A		13.702
28.	P537 A		13.284
29.	P536 A		11.782
30.	P535 A		11.132
31.	P534 A		10.702
32.	P533 A		10.352
33.	P532 A		10.3
34.	P-479	NGSA - DSH	11
35.	P-480		12.366
36.	P-481		12.951
37.	P-482		13.097
38.	P-483		13.164
39.	P-484		13.176
40.	P-485		13.238

41.	P-486		13.263
42.	P-487		13.21
43.	P-488		12.797
44.	P-489		11.949
45.	P-490		10.926
46.	P-491		10.418
47.	P-497		9
48.	P-498		9.112
49.	P-499		9.272
50.	P-500		9.213
51.	P-501		9.115
52.	P-510		9.223
53.	P-511		10.043
54.	P-512		10.998
55.	P-513		11.674
56.	P-514		12.15
57.	P-515		12.313
58.	P-516		12.104
59.	P-517		12.084
60.	P-518		11.929
61.	P-519		11.786
62.	P-520		11.662
63.	P-521		11.811
64.	P-522		12.065
65.	P-523		12.53
66.	P-524		12.5
67.	P-452	DSH - JLHL	13.249
68.	P-453		13.086
69.	P-454		11.511
70.	P-455		10.9
71.	P-456		10.15
72.	P-457		9.46
73.	P-458		9.219
74.	P-459		9.362
75.	P-460		9.723
76.	P-461		10.075
77.	P-462		9.665
78.	P-463		11.292
79.	P-464		11.814
80.	P-465		12.537
81.	P-466		13.934
82.	P-467		13.953
83.	P-468		14.464

84.	P-469		15.026
85.	P-470		15.481
86.	P-471		16.158
87.	P-472		16.45
88.	P-473		16.037
89.	P-474		16.029
90.	P-475		15.931
91.	P-476		16.835
92.	P-477		15.539
93.	P-478		14.849
94.	P-432	JLHL-PYID	15.445
95.	P-433		15.684
96.	P-434		16.29
97.	P-435		15.78
98.	P-436		17.236
99.	P-437		16.024
100.	P-437A		16.353
101.	P-438		15.976
102.	P-439		16.53
103.	P-440		16.723
104.	P-441		15.684
105.	P-441A		15.68
106.	P-442		15.497
107.	P-443		14.456
108.	P-444		14.843
109.	P-444A		19.03
110.	P-445		14.808
111.	P-446		14.262
112.	P-447		13.543
113.	P-448		12.689
114.	P-449		12.103
115.	P-449A		12.243
116.	P-450		11.5
117.	P-450A		11.583
118.	P-451		11.5
119.	P-403	PEYA-YPI	15.452
120.	P-404		14.513
121.	P-405		14.388
122.	P-406		13.695
123.	P-407		13.171
124.	P-408		12.984
125.	P-409		12.409
126.	P-410		11.655

127.	P-411		10.887
128.	P-412		9.718
129.	P-413		11.43
130.	P-414		11.107
131.	P-415		9.201
132.	P-417		9.279
133.	P-418		9.055
134.	P-419		9.11
135.	P-428		9.212
136.	P-429		9.467
137.	P-430		9.062
138.	P-431		10.123
139.	P-374		11.269
140.	P-375		9.107
141.	P-376		10
142.	P-377		10
143.	P-378		10
144.	P-379		10
145.	P-380		10
146.	P-381		10
147.	P-382		10
148.	P-383		10
149.	P-384		10
150.	P-385		10
151.	P-386		9.844
152.	P-387		9.778
153.	P-388		9.681
154.	P-389		9.313
155.	P-390		9.271
156.	P-391		9.3171
157.	P-392		9.28
158.	P-393		9.3
159.	P-394		9.3
160.	P-395		9.3
161.	P-396		9.3
162.	P-397		9.3
163.	P-398		9.5
164.	P-399		9.5
165.	P-400		10
166.	P-401		11.589
167.	P-402		11.821
168.	P-339	YPI-YPM	11.67
169.	P-340		10.215

170.	P-341		9.757
171.	P-342		9.55
172.	P-343		9.55
173.	P-344		9.757
174.	P-368		10
175.	P-369		10
176.	P-370		12.896
177.	P-371		13.805
178.	P-372		14.341
179.	P-373		16.381
180.	P-304	YPM-SSY	12.72
181.	P-305		12.722
182.	P-307		9
183.	P-308		10.242
184.	P-309		10.5
185.	P-310		10.5
186.	P-311		10.8
187.	P-312		11.132
188.	P-313		11.438
189.	P-314		11.647
190.	P-315		11.884
191.	P-316		11.714
192.	P-317		11.392
193.	P-318		11.082
194.	P-319		10.246
195.	P-320		10.286
196.	P-321		10
197.	P-322		9.5
198.	P-323		9.249
199.	P-324		9.141
200.	P-325		9.26
201.	P-326		9.451
202.	P-327		9.218
203.	P-328		9.106
204.	P-329		9.1
205.	P-330		9.1
206.	P-331		9.1
207.	P-332		9.1
208.	P-333		9.1
209.	P-334		9.2
210.	P-335		9.2
211.	P-336		9.44
212.	P-337		10

213.	P-338		11.297
214.	P-272	SSFY-MHLI	14.892
215.	P-273		14.779
216.	P-274		14.535R & 14.535 L
217.	P-275		14.011
218.	P-276		12.953
219.	P-277		13.183
220.	P-278		10.903
221.	P-279		11.772
222.	P-280		11.5
223.	P-281		11.4
224.	P-282		11.3
225.	P-283		11
226.	P-284		10
227.	P-285		9.826
228.	P-286		9.817
229.	P-287		10.288
230.	P-288		10.788
231.	P-289		12
232.	P-290		12
233.	P-291		12.3
234.	P-292		12.3
235.	P-293		12.4
236.	P-294		12
237.	P-295		11.5
238.	P-296		11
239.	P-297		11
240.	P-298		11
241.	P-299		10.208R & 10.208L
242.	P-300		10.3
243.	P-301		10.5
244.	P-302		10.8
245.	P-303		10.9
246.	P-244	MHLI-RJNR	11.049
247.	P-245		11.163
248.	P-246		11.652
249.	P-247		10.366
250.	P-248		11.96
251.	P-249		12.099
252.	P-250		11.65
253.	P-251		11.744
254.	P-252		12.135

255.	P-253		12.135
256.	P-254		12.098
257.	P-255		11.976
258.	P-256		11.671
259.	P-257		9.5
260.	P-261		10
261.	P-262		10.92
262.	P-263		10.648
263.	P-264		10
264.	P-265		9.5
265.	P-266		9.039
266.	P-267		10.624
267.	P-268		9.035
268.	P-269		11.051
269.	P-270		10.352
270.	P-271		10.385
271.	MP 1	MHLI POCKET TRACK	12
272.	MP 2		12
273.	MP 3		12
274.	MP 4		12
275.	MP 5		12
276.	MP 6		12
277.	MP 7		12
278.	MP 8		12
279.	MP 9		12
280.	MP 10		12
281.	MP 11		12
282.	MP 12		12
283.	MP 13		12
284.	P-211	RJNR-KVPR	16.731
285.	P-212		16.9
286.	P-213		16.524
287.	P-214		16.182
288.	P-215		16.311
289.	P-216		16.241
290.	P-217		15.939
291.	P-218		15.814
292.	P-219		15.667
293.	P-220		15.881
294.	P-221		15.703
295.	P-222		15.332
296.	P-223		15.365
297.	P-224		14.864

298.	P-225		14.5
299.	P-226		14.498
300.	P-227		14.112
301.	P-228		13.133
302.	P-229		12.858
303.	P-230		12.43
304.	P-231		11.49
305.	P-232		11.17
306.	P-233		10.186
307.	P-234		9.97
308.	P-235		9.88
309.	P-238		11.952 L & 8.424 R
310.	P-239		12.942
311.	P-240		11.851
312.	P-241		11.446
313.	P-242		10.757
314.	P-243		10.417
315.	P-188	KVPR-SPRU	16.971
316.	P-189		18.517
317.	P-190		19.168
318.	P-191		19.813
319.	P-192		19.59
320.	P-193		20.697
321.	P-194		20.839
322.	P-195		20.802
323.	P-196		19.935
324.	P-197		19.827
325.	P-198		18.904
326.	P-199		17.741
327.	P-200		16.098
328.	P-201		14.296
329.	P-202		13.397
330.	P-203		12.556
331.	P-204		12.025
332.	P-205		11.868
333.	P-206		11.997
334.	P-207		12.601
335.	P-208		13.212
336.	P-209		14.099
337.	P-210		14
338.	P-152	SPRU-SPGD	11
339.	P-153		11

340.	P-154		11.206
341.	P-155		9.111
342.	P-163		9.78
343.	P-164		9.78
344.	P-165		9.78
345.	P-166		9.78
346.	P-167		9.78
347.	P-168		9.78
348.	P-169		9.78
349.	P-170		9.78
350.	P-171		9.78
351.	P-173		14.011
352.	P-174		14.011
353.	P-175		14.011
354.	P-176		12.953
355.	P-179		10.496
356.	P-180		10.496
357.	P-182		9.508
358.	P-183		11.33R & 10.893L
359.	P-184		11.1
360.	P-185		11
361.	P-186		10
362.	P-187		9.563
363.	P-143	SPGD-KGWA ramp	9.225
364.	P-151		11.027
365.	P-134	LBGH-SECE	9.092
366.	P-133		9.793
367.	P-132		10.458
368.	P-131		10.416
369.	P-130A		10.402
370.	P-130		10.402
371.	P-129		10.335
372.	P-128		10.427
373.	P-127		9.733
374.	P-126		10.002
375.	P-125		9.846
376.	P-124		9.941
377.	P-123		9.338
378.	P-122		9.543
379.	P-121		9.051
380.	P-120		9.133
381.	P-111		9.165

382.	P-110		9.363
383.	P-109		9.423
384.	P-108		9.519
385.	P-107		9.655
386.	P-106		9.768
387.	P-105		12.973
388.	P-104		10.108
389.	P-103		10.446
390.	P-102		11.245
391.	P-101		10.074
392.	P-100		9.736
393.	P-99		10.301
394.	P-98		10.371
395.	P-97		12.027
396.	P-96		11.726
397.	P-95		11.888
398.	P-94		11.9
399.	P-93		9.9
400.	P-92		9.9
401.	P-91		9.9
402.	P-90		9.9
403.	P-89		9.9
404.	P-88		9.9
405.	P-87		9.9
406.	P-86		9.9
407.	P-85		9.9
408.	P-84		9.9
409.	P-83		9.9
410.	P-82		9.9
411.	P-81		9.9
412.	P-80		9.9
413.	P-79		9.9
414.	P-78		9.9
415.	P-77		9.9
416.	P-76		9.9
417.	P-75		9.9
418.	P-74		9.9
419.	P-73		9.9
420.	P-72		9.9
421.	P-71		9.9
422.	P-70		9.9
423.	P-69		9.9
424.	P-68		9.9

425.	P-67	SECE-JYN	9.9
426.	P-66		9.9
427.	P-65		9.9
428.	P-64		9.9
429.	P-63		9.9
430.	P-62		9.9
431.	P-61		9.9
432.	P-60		9.9
433.	P-59		9.9
434.	P-58		9.9
435.	P-57		9.9
436.	P-56		9.9
437.	P-55		9.9
438.	P-54		9.9
439.	P-53		9.9
440.	P-52		9.9
441.	P-51		9.9
442.	P-50		9.9
443.	P-49		9.9
444.	P-48		9.9
445.	P-47		9.9
446.	P-46		9.9
447.	P-45		11.758
448.	P-44		11.427
449.	P-43		11.123
450.	P-42		10.91
451.	P-41		10.477
452.	P-40		10.824
453.	P-39		11.212
454.	P-38		11.038
455.	P-37	JYN-RVR	9.949
456.	P-36		10.35
457.	P-35		10.333
458.	P-34		10.217
459.	P-33		10.042
460.	P-32		9.812
461.	P-31		9.813
462.	P-30		9.757
463.	P-29		9.79
464.	P-28		9.878
465.	P-27		9.713
466.	P-26		9.355
467.	P-21		9.838

468.	P-20		9.489
469.	P-19		9.738
470.	P-18		9.989
471.	P-17		10.219
472.	P-16		10.492
473.	P-15		10.599
474.	P-143		11.032
475.	P-13		11.355
476.	P-12		11.572
477.	P-11		11.421
478.	P-10	RVR-BSNK	9.601
479.	P-9		9.373
480.	P-8		9.238
481.	P-7		9.089
482.	P-6		9.202
483.	P-5		9.288
484.	P-4		9.372
485.	P-3		9.488
486.	P-2		9.554
487.	P-1		9.392
488.	EP-1		9.002
489.	EP-16		9.325
490.	EP-17		9.409
491.	EP-18		9.57
492.	EP-19		9.611
493.	EP-20		9.501
494.	EP-21		9.733
495.	EP-22		9.93
496.	EP-23		10.161
497.	EP-24		10.254
498.	EP-25		9.986
499.	EP-26		9.769
500.	EP-27		10.747
501.	EP-29		10.072
502.	EP-30		10.964
503.	EP-31		11.193
504.	EP-32		11.403
505.	EP-33		11.638
506.	EP-34		11.884
507.	EP-35		12.183
508.	EP-36	BSNK-JPN	13.72
509.	EP-37		14.192
510.	EP-38		14.335

511.	EP-39		14.123
512.	EP-40		13.828
513.	EP-41		14
514.	EP-42		13.442
515.	EP-43		14.851
516.	EP-44		13.732
517.	EP-45		13.923
518.	EP-46		13.99
519.	EP-47		13.835
520.	EP-48		13.81
521.	EP-49		13.667
522.	EP-50		13.841
523.	EP-51		13.836
524.	EP-52		13.777
525.	EP-53		13.512
526.	EP-54		13.216
527.	EP-55		13.027
528.	EP-56		12.795
529.	EP-57		12.585
530.	EP-58		12.337
531.	EP-59		11.919
532.	EP-60		11.573
533.	EP-61		11.342
534.	EP-62		11.57
535.	EP-63	JPN-PUTH	11.802
536.	EP-64		13.687
537.	EP-65		14.614
538.	EP-66		15.768
539.	EP-67		15.676
540.	EP-68		15.423
541.	EP-69		15.113
542.	EP-70		14.805
543.	EP-71		14.107
544.	EP-72		13.406
545.	EP-73		12.883
546.	EP-74		12.044
547.	EP-75		10.942
548.	EP-76		9.703
549.	EP-80		9.001
550.	EP-81		9.245
551.	EP-82		9.603
552.	EP-83		9.816
553.	EP-84		9.984

554.	EP-85		10.205
555.	EP-86		10.467
556.	EP-87		10.714
557.	EP-88		10.917
558.	EP-89		11.027
559.	EP-90		11.052
560.	EP-91		11.024
561.	EP-92		10.875
562.	EP-93		10.674
563.	EP-94		10.325
564.	EP-95		10.203
565.	EP-96		10.142
566.	EP-97		10.08
567.	EP-98		10.069
568.	EP-99		10.014
569.	EP-100		10.048
570.	EP-101		10.125
571.	EP-102		10.175
572.	EP-103		10.454
573.	EP-104		10.941
574.	EP-105		11.448
575.	EP-106		11.663
576.	EP-107		12.059
577.	EP-108	PUTH-APRC	12.024
578.	EP-109		11.905
579.	EP-110		11.803
580.	EP-111		11.512
581.	EP-112		11.243
582.	EP-113		10.771
583.	EP-114		10.414
584.	EP-115		10.166
585.	EP-116		9.795
586.	EP-117		9.599
587.	EP-118		9.025
588.	PD-1	PD-line	18.703
589.	PD-2		17.793
590.	PD-3		16.551
591.	PD-4		15.765
592.	PD-5		15.1
593.	PD-6		14.593
594.	PD-7		14.297
595.	PD-8		14.179
596.	PD-9		13.946

597.	PD-10		13.673
598.	PD-11		13.428
599.	PD-12		13.37
600.	PD-13		13.22
601.	PD-14		13.093
602.	PD-15		12.5
603.	PD-16		12.109
604.	PD-17		11.309
605.	PD-18		10.155
606.	PDR-3		9.25
607.	PDR-4		9.75
608.	PDR-5		10.19
609.	PDR-6		10.31
610.	PDR-7		10.735
611.	PDR-8		10.697
612.	PDR-14		18.13
613.	PDR-15		18.167
614.	PDR-16		18.036
615.	PDR-17		17.656
616.	PDR-25		16.884
617.	PDR-26		17.976
618.	PDR-27		17.572
619.	PDR-28		17.724
620.	PDR-29		18.384
621.	PDR-30		18.571
622.	PDL-5		14.161
623.	PDL-6		15.055
624.	PDL-7		15.499
625.	PDL-8		16.438
626.	PDL-9		17.489
627.	PDL-10		18.306
628.	PDL-11		18.82
629.	EP142		9.449
630.	EP143		9.939
631.	EP144	APRC-KLPK	13.458
632.	EP145		13.992
633.	EP146		14.387
634.	EP147		14.35
635.	EP148		13.968
636.	EP149		13.579
637.	EP150		13.106
638.	EP151		12.534
639.	EP152		11.906

640.	EP153		11.098
641.	EP154		9.952
642.	EP155		9.235
643.	EP156		9.032
644.	EP166		9.037
645.	EP167		9.146
646.	EP168		9.181
647.	EP169		9.297
648.	EP170		9.181
649.	EP180		9.102
650.	EP181		9.518
651.	EP182		9.917
652.	EP183	KLPK-VJRH	12.065
653.	EP184		12.216
654.	EP185		11.884
655.	EP186		11.154
656.	EP187		10.502
657.	EP188		9.661
658.	EP203		9.045
659.	EP204		9.115
660.	EP219		9.475
661.	EP220		9.75
662.	EP221		9.966
663.	EP222		10.242
664.	EP223		10.286
665.	EP224		10.351
666.	EP225		10.408
667.	EP226	VJRH-TGTP	10.464
668.	EP227		10.464
669.	EP228		10.571
670.	EP229		10.484
671.	EP230		10.172
672.	EP231		9.988
673.	EP232		9.892
674.	EP233		10.001
675.	EP234		10.201
676.	EP235		10.451
677.	EP236		10.479
678.	EP237		10.232
679.	EP238		9.791
680.	EP239		9.541
681.	EP240		9.807
682.	EP241		10.003

683.	EP242		10.157
684.	EP243		10.018
685.	EP244		9.689
686.	EP245		9.378
687.	EP246		9.572
688.	EP247		9.626
689.	EP248		9.263
690.	EP256		8.879
691.	EP257		9.254
692.	EP258		9.767
693.	EP259		12.695
694.	EP260		13.004
695.	EP261		12.772
696.	EP262		12.364
697.	EP263		11.789
698.	EP264		11.525
699.	EP265		11.187
700.	EP266		10.764
701.	EP267		10.811
702.	EP268		10.754
703.	EP269		10.634
704.	EP270		10.784
705.	EP271		11.243
706.	EP272		11.68
707.	EP273		11.602
708.	EP274		11.659
709.	EP275		12.942
710.	EP276		12.409
711.	EP277		13.433
712.	EP278		12.322
713.	EP279		12.061
714.	EP280		11.821
715.	EP281		11.888
716.	EP282		12.274
717.	EP283		12.451
718.	EP284		12.421
719.	EP285		12.198
720.	EP286		11.8
721.	EP287		11.113
722.	EP288		10.559
723.	EP289		9.852
724.	EP290		9.566
725.	EP291		9.856

726.	EP292		10.171
727.	EP293		10.186
728.	EP294		10.155
729.	EP295		9.84
730.	EP296		9.647
731.	EP297		9.324
732.	EP298		9.069
733.	EP299		9.055
734.	EP300		9.533
735.	EP301		9.568
736.	EP302		9.477
737.	EP303		9.39
738.	EP304		9.469
739.	EP305		10.86
740.	EP306	TGTP-APTS BE	10.491
741.	EP307		13.617
742.	EP307-A		14.292
743.	EP308		14.621
744.	EP309		15.711
745.	EP310		17.01
746.	EP311		18.062
747.	EP312		19.3
748.	EP313		19.511
749.	EP314		19.469
750.	EP315		19.21
751.	EP316		18.973
752.	EP317		18.88
753.	EP318		18.753
754.	EP319		18.449
755.	EP320		18.424

BMRCL/REACH 5-PACKAGE-1-PIER DETAILS			
Sl No	**Pier Id**	**No of Piers**	**Pier Height**
1.	RP 429	**244**	12.663
2.	RP 430		13.549
3.	RP 431		13.512
4.	RP 432		13.497
5.	RP 433		13.449
6.	RP 434		13.368
7.	RP 435		13.291
8.	RP 436		13.117
9.	RP 437		12.981

10.	RP 438		12.837
11.	RP 439		12.686
12.	RP 440		12.486
13.	RP 441		12.321
14.	RP 442		12.185
15.	RP 443		12.093
16.	RP 444		12.084
17.	RP 445		12.14
18.	RP 446		12.101
19.	RP 447A		11.567
20.	RP 447B		11.726
21.	RP 448		12.898
22.	RP 449		13.3
23.	RP 450		14.051
24.	RP 451		12.743
25.	RP 452		12.441
26.	RP 453		12.263
27.	RP 454		11.822
28.	RP 455		11.822
29.	RP 456		12.69
30.	RPP 457 A		12.29
31.	RPP 457 B		12.29
32.	RP458		12.494
33.	RP 459		11.994
34.	RP 460		10.992
35.	RP 461		11.492
36.	RP 462		10.784
37.	RP 463 A		10.233
38.	RP 463 B		10.233
39.	RP 464		10.127
40.	RP 465		9.703
41.	RP 466		9.377
42.	RP 467		9.043
43.	RP 468		9.809
44.	RP 469		9.572
45.	RP 470		9.493
46.	RP 471		9.461
47.	RP 472		9.572
48.	RP 473		9.66
49.	RP 474		9.753
50.	RP 475		9.867
51.	RP 476		9.981
52.	RP 477		9.909

53.	RP 478		9.954
54.	RP 479A		9.006
55.	RP 479B		9.006
56.	RP 480A		9.524
57.	RP 480B		9.198
58.	RP 481		10.176
59.	RP 482		10.446
60.	RP 483		11.095
61.	RP 484		11.595
62.	RP 485		12.059
63.	RP 486		12.414
64.	RP 487		12.729
65.	RP 488		12.919
66.	RP489		12.974
67.	RP 490		13.1
68.	RP 491		12.073
69.	RP 492		11.193
70.	RP 493		12.193
71.	RP 494		12.025
72.	RP 495		11.499
73.	RP 496		12.388
74.	RP 497		11.964
75.	RP 498		12.417
76.	RP 499		12.481
77.	RP 500		11.974
78.	RP 501		12.49
79.	RP 502		12.66
80.	RP 503		12.462
81.	RP 504		12.497
82.	RP 505		12.714
83.	RCP506		21.721
84.	RP507		22.795
85.	RCP508		23.819
86.	RP509		24.29
87.	RP510A		22.221
88.	RP510B		24.678
89.	RP510/1/A		21.833
90.	RP510/1/B		25.061
91.	RP511		24.721
92.	RP512		24.721
93.	RP513		24.504
94.	RP514		23.314
95.	RP515		21.679

96.	RP516		21.509
97.	RP517		21.007
98.	RP518		19.984
99.	RCP519		19.481
100.	RCP520		18.939
101.	RP521		18.511
102.	RP522		18.119
103.	RP523		17.687
104.	RP524		17.23
105.	RP525		16.637
106.	RP526		15.994
107.	RP527		15.28
108.	RP528		14.744
109.	RP529		14.417
110.	RP530		14.195
111.	RP531		14.021
112.	RP532		13.952
113.	RP533		14.062
114.	RP534		13.994
115.	RP535		13.99
116.	RP536		14.001
117.	RP537		13.986
118.	RP538		13.203
119.	RP539		14.021
120.	RP540		12.79
121.	RP541		12.143
122.	RP542		11.324
123.	RP543		10.619
124.	RP544		10.156
125.	RP545		9.587
126.	RP546		9.232
127.	RP547		9.764
128.	RP548		9.556
129.	RP549		9.395
130.	RP550		9.65
131.	RP551		9.717
132.	RP552		9.09
133.	RP553		9.711
134.	RP554		10.359
135.	RP555		10.492
136.	RP556		10.227
137.	RP557		12.004
138.	RP558		9.899

139.	RP559		9.801
140.	RP560		9.643
141.	RP561		9.604
142.	RP562		9.605
143.	RP563		9.695
144.	RP564		9.607
145.	RP565		9.425
146.	RP566A		9.487
147.	RP566B		9.914
148.	RP567		9.499
149.	RP568		9.394
150.	RP569		9.253
151.	RP570		9.327
152.	RP571		9.359
153.	RP572		9.554
154.	RP573		9.708
155.	RP574		9.945
156.	RP575		10.123
157.	RP576		9.467
158.	RP577A		11.274
159.	RP577B		11.414
160.	RP578A		11.919
161.	RP578B		11.836
162.	RP579		11.544
163.	RP581		13.571
164.	RP582		13.771
165.	RP583		13.776
166.	RP584		13.429
167.	RP585		13.318
168.	RP586		13.142
169.	RP587		12.987
170.	RP588		12.895
171.	RP589		12.661
172.	RP590		12.403
173.	RP591		12.211
174.	RP592		11.96
175.	RP593		11.546
176.	RP594		11.11
177.	RP595		10.712
178.	RP596A		10.239
179.	RP596B		10.239
180.	RP597A		10.08
181.	RP597B		10.08

182.	RP598A		9.727
183.	RP598B		9.727
184.	RP599A		9.562
185.	RP599B		9.562
186.	RP600A		9.202
187.	RP600B		9.202
188.	RP601A		9.235
189.	RP601B		9.235
190.	RP602A		9.146
191.	RP602B		9.146
192.	RP603A		9.15
193.	RP603B		9.15
194.	RP604A		9.102
195.	RP604B		9.102
196.	RP605A		9.121
197.	RP605B		9.121
198.	RP606A		9.218
199.	RP606B		9.218
200.	RP607A		9.247
201.	RP607B		9.247
202.	RP608		9.403
203.	RP609		9.369
204.	RP610		9.36
205.	RP611		9.363
206.	RP612		9.226
207.	RP613		9.157
208.	RP614		9.38
209.	RP615		9.741
210.	RP616		10.149
211.	RP617		10.641
212.	RP618		11.201
213.	RP619		11.713
214.	RP620		12.173
215.	RP621		12.603
216.	RP622		12.803
217.	RP623		12.856
218.	RP624		13.052
219.	RP625		13.198
220.	RP626		13.073
221.	RP627		13.469
222.	RP628		13.614
223.	RP629		13.739
224.	RP630		13.742

225.	RP631		13.649
226.	RP632		13.69
227.	RP633		13.817
228.	RP634		14.031
229.	RP635		14.127
230.	RP636		14.028
231.	RP637		13.439
232.	RP638		12.907
233.	RP639		12.412
234.	RP640		12.396
235.	RP641		11.881
236.	DP - 01		9.957
237.	DP - 02		9.181
238.	DP - 03		9.27
239.	DP - 04		9.355
240.	DP - 05		9.945
241.	DP - 06		9.978
242.	DP - 07		9.537
243.	DP - 08		9.682
244.	DP - 09		9.847

BMRCL/REACH 5-PACKAGE-2-PIER DETAILS			
SL. No	**Pier ID**	**Number of Piers**	**Pier Height**
1.	RP222	**160**	14.870
2.	RP223		12.695
3.	RP224		12.099
4.	RP225		11.104
5.	RP226		10.256
6.	RP227		9.738
7.	RP228		9.100
8.	RP229		8.662
9.	RP238		8.702
10.	RP239		8.784
11.	RP240		9.000
12.	RP241 (RCP)		9.202
13.	RP242 (RCP)		9.302
14.	RP243 (RCP)		9.493
15.	RP244 L		9.738
16.	RP244 R		9.738
17.	RP245 L		9.997
18.	RP245 R		9.997
19.	RP246 L		10.006
20.	RP246 R		10.006

21.	RP247 L		10.173
22.	RP247 R		10.173
23.	RP248 L		10.254
24.	RP248 R		10.254
25.	RP249 L		10.476
26.	RP249 R		10.476
27.	RP250 L		10.628
28.	RP250 R		10.628
29.	RP251 L		10.949
30.	RP251 R		10.949
31.	RP252 L		11.496
32.	RP252 R		11.496
33.	RP253 L		11.503
34.	RP253 R		11.503
35.	RP254 L		11.653
36.	RP254 R		11.653
37.	RP255		11.809
38.	RP256		11.859
39.	RP257		11.929
40.	RP258		11.960
41.	RP259(RCP)		12.101
42.	RP260		12.264
43.	RP261		12.388
44.	RP262		12.745
45.	RP263		12.725
46.	RP264		12.558
47.	RP265 (RCP)		12.106
48.	RP266		11.728
49.	RP267		11.241
50.	RP268		10.820
51.	RP269		10.365
52.	RP270		9.921
53.	RP271		9.469
54.	RP272		9.175
55.	RP273		9.032
56.	RP274		9.970
57.	RP275		9.856
58.	RP276		9.669
59.	RP286(RCP)		9.527
60.	RP287(RCP)		9.787
61.	RP288		9.942
62.	RP289		9.136
63.	RP290		9.385
64.	RP292		10.059
65.	RP293		10.605
66.	RP294		11.240
67.	RP295		11.723

68.	RP296		12.138
69.	RP297		12.580
70.	RP298		13.023
71.	RP299		13.401
72.	RP300		13.951
73.	RP301		14.542
74.	RP302		15.168
75.	RP303		15.834
76.	RP304		16.326
77.	RP305		16.850
78.	RP306		17.020
79.	RP307		16.869
80.	RP308		16.625
81.	RP309		16.404
82.	RP310(RCP)		16.139
83.	RP311(RCP)		15.880
84.	RP312		15.436
85.	RP313		12.259
86.	RP314		12.006
87.	RP315		11.864
88.	RP316		11.422
89.	RP317		10.873
90.	RP318		10.438
91.	RP319		10.066
92.	RP320		9.837
93.	RP321		9.648
94.	RP322		9.489
95.	RP323		9.432
96.	RP324		9.422
97.	RP325		9.287
98.	RP326		9.211
99.	RP327		9.079
100.	RP328		8.883
101.	RP329		8.539
102.	RP334		9.245
103.	RP335		10.001
104.	RP336		10.597
105.	RP337		11.125
106.	RP338		11.599
107.	RP339		12.057
108.	RP340		12.539
109.	RP341		12.990
110.	RP342		13.476
111.	RP343		13.965
112.	RP344		14.381
113.	RP345		14.573
114.	RP346		14.692

115.	RP347		14.810
116.	RP348		14.911
117.	RP349		15.012
118.	RP350		14.908
119.	RP351		14.638
120.	RP352		12.208
121.	RP353		11.682
122.	RP354		11.193
123.	RP355		10.854
124.	RP356(RCP)		10.453
125.	RP357(RCP)		9.981
126.	RP358(RCP)		9.480
127.	RP359		9.992
128.	RP360		9.836
129.	RP361		9.761
130.	RP362		9.629
131.	RP363		9.544
132.	RP386(RCP)		9.547
133.	RP387(RCP)		9.657
134.	RP388		9.681
135.	RP389		9.766
136.	RP390		9.013
137.	RP391		9.379
138.	RP392		9.759
139.	RP393		10.206
140.	RP394		10.693
141.	RP395		11.302
142.	RP396		11.875
143.	RP397		12.112
144.	RP398		11.613
145.	RP399		11.703
146.	RP400		10.473
147.	RP401		10.000
148.	RP402		9.364
149.	RP403(RCP)		9.985
150.	RP404(RCP)		9.562
151.	RP419		9.568
152.	RP420		9.726
153.	RP421		9.227
154.	RP422		9.867
155.	RP423		10.457
156.	RP424		11.080
157.	RP425		11.644
158.	RP426		11.977
159.	RP427		12.275
160.	RP428		14.495

BMRCL/REACH 5-PACKAGE-3-PIER DETAILS			
SL. No	**Pier ID**	**Number of Piers**	**Pier Height in Mtr**
1.	RP1F	**125**	9.860
2.	RP1E		9.948
3.	RP1D		11.027
4.	RP1C		11.952
5.	RP1B		12.691
6.	RP1A		13.203
7.	RP001		13.442
8.	RP002		13.778
9.	RP003		13.949
10.	RP004		14.027
11.	RP005		13.935
12.	RP006		13.848
13.	RP007		13.617
14.	RP008		13.471
15.	RP009		13.051
16.	RP010		12.670
17.	RP011		11.874
18.	RP012		11.613
19.	RP013		11.509
20.	RP014		11.177
21.	RP015		10.763
22.	SP015a		10.934
23.	SP015b		9.258
24.	RCP016		9.199
25.	RCP017		9.166
26.	RP018		9.117
27.	RP019		9.637
28.	RP020		10.430
29.	RP021		11.254
30.	RP022		12.328
31.	RP023		13.231
32.	RP024		14.224
33.	RP025		15.092
34.	RP026		15.760
35.	RCP027		16.628
36.	RCP028		17.439
37.	RP029		17.697
38.	RP030		17.752
39.	RP031		16.949
40.	RP032		17.265
41.	RPP033		16.652
42.	RCP034		16.475
43.	RP035		16.463
44.	RP036		16.547
45.	RP037		16.399

46.	RP038		16.457
47.	RP039		16.347
48.	RP040		16.314
49.	RP041		16.175
50.	RP042		15.726
51.	RP043		15.276
52.	RP044		14.515
53.	RP045		13.605
54.	RP046		12.801
55.	RP047		12.127
56.	RP048		11.461
57.	RP049		11.206
58.	RP050		10.896
59.	RP051		10.634
60.	RP052		10.209
61.	RP053		9.943
62.	RP054		10.179
63.	RP055		10.849
64.	RP056		11.624
65.	RP057		12.283
66.	RP058		13.114
67.	RP059		13.435
68.	RP060		13.516
69.	SP060b		14.228
70.	RP061		14.090
71.	RP062		14.092
72.	RP174		9.641
73.	RP175		9.808
74.	RP176		9.975
75.	RP177		9.141
76.	RP178		9.308
77.	RP179		9.453
78.	RP180		9.469
79.	RPP181		9.013
80.	RPP182		9.005
81.	RPP183		9.998
82.	RP184		16.173
83.	RP185		15.809
84.	RP186		15.826
85.	RP187		15.883
86.	SP187a		15.669
87.	RPP187/b		18.647
88.	RPP187/1		18.220
89.	RPP188		18.102
90.	RPP189		18.068
91.	RPP190		18.034
92.	RPP191(ORR)		18.451

93.	RPP191(R5)		18.451
94.	RP192		17.875
95.	RP193		17.468
96.	RP194		17.045
97.	RP195		16.662
98.	RP196		16.789
99.	RCP197		15.667
100.	RCP198		15.240
101.	RP199		14.775
102.	RP200		14.250
103.	RP201		13.799
104.	RP202		13.585
105.	RP203		13.725
106.	RP204		14.015
107.	RP205		14.431
108.	RP206		14.943
109.	RP207		15.322
110.	RP208		15.720
111.	RP209		16.005
112.	RP210		16.035
113.	RP211		16.366
114.	RP212		16.410
115.	RP213		15.457
116.	RP214		16.593
117.	RP215		16.771
118.	RP216		16.721
119.	RP217		16.700
120.	RP218		16.596
121.	RP219		16.494
122.	RP220		16.387
123.	RP221		16.234
124.	RP222		16.150
125.	SP222a		16.140

BMRCL/REACH 6-ELEVATED-PIER DETAILS			
SL. No	**Pier ID**	**Number of Piers**	**Pier Height in Mtr**
1.	GP 69	**206**	9.42
2.	GP 70		9.671
3.	GP 71		9.172
4.	GP 72		9.015
5.	GP 73		9.461
6.	GP 74		9.679
7.	CN 75		9.698
8.	GP 76		9.467
9.	GP 77		9.294
10.	GP 102		9.341

11.	GP 103		9.518
12.	GP 104		9.784
13.	GP 105		9.933
14.	GP 106		9.816
15.	GP 107		9.932
16.	GP 108		9.038
17.	GP 109		9.239
18.	GP 110		9.67
19.	GP 111		9.741
20.	GP 112		9.757
21.	GP 113		9.738
22.	GP 1 14		9.735
23.	GP 115		9.93
24.	GP 1 16		9.842
25.	GP 124		9.652
26.	GP 125		9.647
27.	GP 126		9.347
28.	GP 127		9.958
29.	GP 128		9.515
30.	GP 148		9.95
31.	GP 149		9.489
32.	GP 150		9.904
33.	GP 151		9.973
34.	GP 231		9.993
35.	GP 232		9.853
36.	GP 233		9.743
37.	GP 234		9.514
38.	GP 235		9.273
39.	GP 236		9.213
40.	GP 237		9.217
41.	GP 238		9.237
42.	GP 239		9.407
43.	GP 240		9.747
44.	GP 241		9.897
45.	GP 242		9.516
46.	GP 246		9.577
47.	GP 247		9.735
48.	GP4		12.141
49.	GP5		11.893
50.	GP6		12.012
51.	GP7		12.235
52.	GP8		12.47
53.	GP9		12.775
54.	GP 10		13.195
55.	GP 1 1		13.595
56.	GP 12		13.89
57.	GP 13		14.325

58.	GP 14		14.7
59.	GP 16		14.663
60.	GP 17		14.223
61.	GP 18		13.548
62.	GP 45		13.631
63.	GP 46		14.202
64.	GP 47		14.715
65.	GP 48		14.967
66.	GP 49		14.752
67.	GP 50		14.262
68.	GP 51		13.722
69.	GP 52		13.142
70.	GP 53		12.662
71.	GP 54		12.507
72.	GP 55		13.542
73.	GP 56		12.702
74.	GP 57		12.502
75.	GP 58		12.255
76.	GP 59		12.268
77.	GP 60		13.406
78.	GP 61		13.425
79.	GP 62		13.61
80.	GP 63		13.33
81.	GP 64		12.695
82.	GP 65		11.98
83.	GP 66		11.295
84.	GP 67		10.66
85.	GP 68		10.02
86.	GP 117		10.088
87.	GP 118		11.173
88.	GP 119		11.436
89.	GP 120		11.251
90.	GP 121		10.881
91.	GP 122		10.512
92.	GP 123		10.237
93.	GP 152		10.324
94.	GP 153		10.894
95.	GP 154		11.325
96.	GP 155		11.793
97.	GP 156		12.53
98.	GP 157		13.037
99.	GP 158		13.156
100.	GP 159		13.276
101.	GP 160		13.206
102.	GP 161		13.466
103.	GP 162		13.555
104.	GP 163		13.913

152.	GP 209		22.931
153.	GP 210		23.044
154.	GP 211		23.086
155.	GP 212		23.351
156.	GP 213		23.555
157.	GP 214		23.716
158.	GP 215		23.692
159.	CIP 216		23.431
160.	GP 217		22.999
161.	GP 218		22.659
162.	GP 219		21.923
163.	GP 220		21.597
164.	GP 221		21.014
165.	GP 222		20.121
166.	GP 19		9.811
167.	GP 19A		9.858
168.	GP 20		9.271
169.	GP 20A		9.203
170.	GP21A		9.711
171.	GP 23		9.396
172.	GP 24		9.862
173.	GP 25		9.782
174.	CTP 41		9.061
175.	GP 41A		9.431
176.	GP 42		9.753
177.	GP 44		11.283
178.	GP 44 A		11.633
179.	GP 22		11.066
180.	GP 22A		11.151
181.	GP 23A		10.871
182.	GP 24A		10.011
183.	GP 25A		10.129
184.	GP 42A		10.152
185.	GP 43		10.185
186.	GP 43A		10.593
187.	DP 28		9.996
188.	DP 29		9.755
189.	DP 30		9.558
190.	DP 31		9.381
191.	DP 32		9.054
192.	DP 01		14.734
193.	DP 22		14.706
194.	DP 23		13.995
195.	DP 24		12.784
196.	DP 25		12.201
197.	DP 26		11.453
198.	DP 27		10.697

105.	GP 164		13.9
106.	GP 165		14.124
107.	GP 166		14.459
108.	GP 167		14.87
109.	GP 169		14.807
110.	GP 170		14.221
111.	GP 171		13.699
112.	GP 172		13.287
113.	GP 173		12.922
114.	GP 174		12.577
115.	GP 175		10.163
116.	GP 176		10.1
117.	GP 177		10.626
118.	GP 178		11.368
119.	GP 179		12.194
120.	GP 180		13.258
121.	GP 181		14.244
122.	GP 226		14.759
123.	GP 227		13.29
124.	GP 228		12.081
125.	GP 229		10.983
126.	GP 230		10.241
127.	GP 243		10.067
128.	Gp 244		10.215
129.	GP 245		10.103
130.	GP 15		15.241
131.	GP 168		15.046
132.	GP 182		15.159
133.	GP 183		16.014
134.	GP 184		16.669
135.	GP 185		17.188
136.	GP 186		17.385
137.	GP 187		17.771
138.	GP 188		17.971
139.	GP 189		18.052
140.	GP 190		18.779
141.	GP 223		19.062
142.	GP 224		17.741
143.	GP 225		16.209
144.	GP 201		24.119
145.	GP 202		23.79
146.	GP 203		23.407
147.	GP 204		23.056
148.	GP 205		22.785
149.	GP 206		22.691
150.	GP 207		22.762
151.	GP 208		20.863

199.	GP 197 /2 /L		23.675
200.	GP 197 / 2 IR		20.907
201.	GP 198L		21.757
202.	GP 198R		21.702
203.	GP199L		21.854
204.	GP199R		21.684
205.	GP200L		21.592
206.	GP200R		21.592